

JACK KENT COOKE -  
WASHINGTON REDSKINS STADIUM AGREEMENT

DO NOT THROW OUT!

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The Honorable Wayne K. Curry  
County Executive, Prince George's County  
County Administration Building  
Upper Marlboro, Maryland 20772

The Honorable Parris N. Glendening  
Governor  
State House  
Annapolis, Maryland 21401


RE: Redskins Stadium

Gentlemen:

It is with great pleasure that we enclose the Agreement As To Stadium Land Acquisition. Construction And Operation for the Washington Redskins Stadium in Prince George's County. It has been our honor to be involved in this transaction which will implement your vision.

Very truly yours,

RUDNICK & WOLFE



Thomas Galli

TG/bjw/TG1310

Enclosure

cc: Mr. William D. Miller, II (w/enclosure)  
Stephanie Pratt Anderson, Esquire (w/enclosure)  
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AGREEMENT AS TO STADIUM LAND ACQUISITION,  
CONSTRUCTION AND OPERATION

between and among

THE STATE OF MARYLAND,  
PRINCE GEORGE'S COUNTY, MARYLAND,  
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION,  
JKC STADIUM INC.,  
JACK KENT COOKE INCORPORATED,  
and  
PRO-FOOTBALL, INC.  
(doing business as "The Washington Redskins")

March 13, 1996





RECEIVED

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Summary of Redskins Stadium Agreement

THIRD ACC. PER. DIV.

• BASIC FINANCIAL AGREEMENT

1. Land to be purchased by JKC Stadium, Inc. ("JKC") from Maryland National Capital Park and Planning Commission ("MNCPPC") for \$20,500 per acres (approx. \$4,100,000).
2. Best efforts by parties to close by April 30, 1996. If parties have not closed by July 1, 1996, State may suspend its funding obligations. If closing has not occurred by October 1, 1996, the Agreement is terminated.
3. JKC is responsible for funding the cost of the stadium structure, all non-transportation related infrastructure (at least \$2,500,000), and any overruns on transportation infrastructure over which it has project management responsibility.
4. The State is responsible for funding up to \$58,000,000 in on-site and off-site transportation infrastructure, including the parking lot and public roadways on-site as well as any State public roadways off-site.
5. The County is responsible for funding \$12,500,000 in public road infrastructure for County roadways off-site.
6. The State will "advance" the County's commitment and the County will pay to the State \$1,000,000 per year for 27 to 30 years. The Agreement provides that the \$12.5 million repayment may be amortized at the interest rate payable for General Obligation bonds issued by the State on the closing date. (The current budget bills, which have not been reconciled, provide for a set payback of 15 million for 30 years.)

• CONSTRUCTION RESPONSIBILITY

1. JKC will construct all on-site infrastructure and the County off-site roads, including some State/County intersection improvements, by means of a MDOT grant administered by the County as the grantee.
2. The State will construct the State off-site infrastructure, unless all or part of this responsibility is transferred to JKC by subsequent agreement. (The subsequent agreement is premised upon passage of legislation permitting the State to enter into a sole source procurement with JKC.) Also, JKC and SHA have to work out the extent of any delegated responsibility, if a delegation is permitted by statute.





3. MBE Requirements:

- a. JKC's construction will provide for 25% MBE participation with a 30% goal and a 30% county resident employment percentage with a 49% goal.
- b. Any projects for which the County has construction responsibility, including those funded by State grants, will have County MBE goals.
- c. Any projects for which the State has construction responsibility will have State MBE goals.

• SECURITY PROVISIONS

1. Construction Security

- a. \$5,000,000 Letter of Credit from JKC to State, in place until JKC performs \$3,000,000 in hard foundation costs.
- b. Performance and payment bonds, as required by law
- c. Payments to JKC are by invoice for work performed with 10% retained.
- d. Reverter to State if JKC abandons or elects not to complete before 1/1/97, or later if construction start is delayed.

2. Relocation Security - The Redskins are required to play all Home Games at the new NFL Stadium for 30 years.

- a. Special Voting Trust in franchise shares is set up to preclude relocation. In the franchise holder's corporate documents, the institutional trustee is entrusted with a designated interest in the corporation and will be obligated to vote against a relocation transaction.
- b. 30 Year lease between JKC, landlord, and the franchise company, lessee, with strict assignment controls on both landlord and tenant.
- c. 30 Year Restrictive Covenant recorded in land records.
- d. Reverter to County if JKC abandons.



e. Specific performance is agreed upon by all parties as the most appropriate remedy.

- State gets use of Parking Lots for transportation purposes, except on game days while County and the Commission may use parking spaces needed for Sports Complex on days other than game days.
- State has option to acquire certain portions of Stadium property in the future for METRO at JKC's purchase price, plus interest.
- State and County each get use of a Skybox for economic development purposes and use of the stadium for certain events.
- MNCPPC retains a portion of the property for a Sports Complex for local recreational purposes. State will contribute \$5,000,000 toward complex and JKC will contribute in-kind construction services.
- JKC will contribute \$4.46 million toward a charitable foundation to help youth in the areas surrounding stadium.
- Obligations of State are subject to BPW approval and appropriation of funding by the General Assembly.





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- A - Form of NFL Stadium Restrictive Covenant
- B - Description of Off-Site Infrastructure
- C - Description of On-Site Infrastructure
- D - Description of the Wilson Farm Property
- E - Illustration of the Wilson Farm Sports Complex Property
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- G - JKC Stadium Litigation
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- S - Voting Trust Arrangement



## AGREEMENT AS TO STADIUM LAND ACQUISITION, CONSTRUCTION AND OPERATION

THIS AGREEMENT AS TO STADIUM LAND ACQUISITION, CONSTRUCTION AND OPERATION (this "Agreement") is entered into this 13th day of March, 1996 by and among: (a) THE STATE OF MARYLAND (the "State"), acting by and through the Office of the Governor and other agencies of the Executive Branch of the State; (b) PRINCE GEORGE'S COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (the "County"); (c) THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a body corporate of the State of Maryland (the "Commission"); (d) JKC STADIUM INC., a Delaware corporation ("JKC Stadium"); (e) JACK KENT COOKE INCORPORATED, a Nevada corporation ("JKCI"); and (f) PRO-FOOTBALL, INC., a Maryland corporation doing business as "The Washington Redskins" ("PFI").

### R E C I T A L S

WHEREAS, the Parties other than JKC Stadium have heretofore entered into the Letter of Intent (herein defined) with respect to the NFL Stadium (herein defined) and the other matters described in this Agreement; and

WHEREAS, pursuant to and in accordance with the terms and conditions of the Letter of Intent, the Parties wish to enter into this Agreement to set forth their agreements and understandings with respect to the construction of the NFL Stadium and the other matters described herein.

### A G R E E M E N T S

NOW, THEREFORE, WITNESSETH, that for and in consideration of the promises herein exchanged and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### ARTICLE 1 - DEFINITIONS

The following defined terms, when and as used in this Agreement, shall have the meanings herein ascribed to them:

1.1 "Agreement" means this Agreement as to Stadium Land Acquisition, Construction and Operation, as amended, modified, supplemented, renewed, extended, and/or restated, from time to time. This Agreement is intended by the Parties to be the Memorandum of Understanding described in the Letter of Intent.





1.2 "Agreement Date" means March 13, 1996, the date as of which all of the Parties shall have executed and delivered this Agreement.

1.3 "Architect" means the architect employed by JKC Stadium pursuant to the Architect's Agreement with respect to the construction of the NFL Stadium.

1.4 "Architect's Agreement" means the owner-architect agreement entered into prior to or after the Agreement Date with respect to the design and construction of the NFL Stadium between the Architect and JKC Stadium, together with all amendments thereto and supplements thereof.

1.5 "Bankruptcy Code" means Title 11 of the United States Code, as amended from time to time.

1.6 "Brightseat Formation" means that certain fossil formation identified prior to the Agreement Date as existing on the Wilson Farm Property.

1.7 "Business Day" means every day on which the County is open for business.

1.8 "CB-53-1995" means Ordinance No. CB-53-1995 of the County, adopted by the County Council of the County, Sitting as the District Council for that part of the Maryland-Washington Regional District in Prince George's County, Maryland on September 5, 1995.

1.9 "Closing" means as such term is used in Section 3.2 of this Agreement, the consummation of all of the transactions described in this Agreement other than those contemplated by this Agreement to occur following the Closing.

1.10 "Closing Date" means the date as of which the Closing shall occur or be deemed to have occurred.

1.11 "Code" means the Internal Revenue Code of 1986, together with all amendments and supplements thereto.

1.12 "Commission" means The Maryland-National Capital Park and Planning Commission, a body corporate of the State of Maryland, and its successors or assigns.

1.13 "Consolidated Transportation Program" means the report prepared by the Department of Transportation of the State in accordance with Section 2-103.1 of the Transportation Article of the Annotated Code of Maryland (1993 Repl. Vol., 1995 Supp.) and revised annually, which report includes, among other things, a list of the aforescribed Department's major capital projects and anticipated funding levels for the then-current fiscal year, for the next fiscal year (the budget request year) and the four (4) succeeding planning years.





1.14 "Contractor" means the general contractor employed by JKC Stadium pursuant to the Construction Contract with respect to the construction of the NFL Stadium.

1.15 "Construction Contract" means the construction contract for the construction of the NFL Stadium entered into prior to the Agreement Date or to be entered into thereafter between the Contractor and JKC Stadium, together with all amendments thereto and supplements thereof.

1.16 "County" means Prince George's County, Maryland, a body corporate and politic of the State of Maryland. The term "County" shall not be deemed to include, however, the County Council of the County, Sitting as the District Council for that part of the Maryland-Washington Regional District in Prince George's County, Maryland (as described in Article 28 of the Annotated Code of Maryland).

1.17 "County Constructed Off-Site Infrastructure" means that portion of the Off-Site Infrastructure to be constructed by the County in accordance with Section 5.2 of this Agreement, as more particularly described in Exhibit B attached to and made a part of this Agreement and identified thereon to be constructed by the County.

1.18 "County MBE Requirements" means, collectively, all of the Laws of the County concerning the promotion of minority business enterprises, as set forth in Division 6 of Subtitle 10A of the Prince George's County Code (1991 Edition, 1994 Supp.), as amended from time to time thereafter and as in effect on the Agreement Date, as supplemented or amended from time to time thereafter.

1.19 "CPI" means the Consumer Price Index, Urban Wage Earners and Clerical Workers, All Items (base index year 1982-84=100) for Washington, D.C. - Maryland - Virginia - Delaware, published by the United States Department of Labor, Bureau of Statistics, provided that if publication of the foregoing is discontinued, the State and the County shall substitute a comparable index (reflecting changes in the cost of living or purchasing power of the consumer dollar) published by any other Governmental Unit, bank or other financial institution or recognized authority, provided further that if the manner in which such CPI is determined shall be substantially revised, an adjustment shall be made to such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the manner for determination of the subject index were not revised.

1.20 "Debtor Relief Laws" means the Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments, or similar debtor relief Laws from time to time in effect affecting the rights of creditors and debtors generally.



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1.21 "Deed" means the deed pursuant to which the Commission shall convey to JKC Stadium all of the Commission's interest in the Wilson Farm Stadium Property in accordance with Section 3.4 of this Agreement.

1.22 "Entity" means any corporation, general partnership, limited partnership, limited liability company or other entity, including the State, the County, the Commission or any other Governmental Unit, as the context shall require.

1.23 "Environmental Laws" means and includes all Laws relating to environmental quality, health, safety, contamination and clean-up, including, without limitation: (a) the Clean Air Act, 42 U.S.C. Section 7401 et seq.; (b) the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; (c) the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; (d) the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; (e) the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; (f) the Noise Control Act, 42 U.S.C. Section 4901 et seq.; (h) the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; (g) the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; (i) the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; (j) the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; (k) the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; and (l) the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq. Environmental Laws shall also include all State, regional, County, municipal and other local Laws, insofar as they are equivalent or similar to the federal Laws recited above or purport to regulate Hazardous Materials.

1.24 "Existing Season Ticket Waiting List" means the waiting list existing as of November 1, 1995 for the purchase of full season tickets for Home Games of the Washington Redskins NFL Football Team at RFK Stadium, as maintained by PFI.

1.25 "Foundation" means that certain tax exempt charitable corporation formed in accordance with Section 9.1 of this Agreement, and its successors and assigns.

1.26 "Franchise Agreement" means that certain National Football League Franchise Agreement as existing as of the Agreement Date, pursuant to which the NFL granted an exclusive franchise to PFI to own and operate the NFL team known as "The Washington Redskins NFL Football Team".

1.27 "Governmental Unit" means, as applicable, the United States of America, the State, the County, the Commission, or any agency, department or division thereof.





1.28 "Hazardous Materials" means any substance, material, or waste which is or becomes regulated by a Governmental Unit having jurisdiction, including, but not limited to, any material or substance which is regulated under any Environmental Laws and any material or substance found to be a pollutant, contaminant, hazardous waste or hazardous substance in any reported decision of a Tribunal, or which may give rise to liability under any federal or state common law theory based on nuisance or strict liability.

1.29 "Highway User Revenue Legislation" means either Senate Bill No. 673 or House Bill No. 677, in first reader form, respectively, in the Senate of the State or the House of Delegates of the State, as applicable, during the 1996 session of the General Assembly of the State.

1.30 "Home Games" means those NFL regular season, playoff and championship football games in which the Washington Redskins NFL Football Team is identified as the "home team" under the rules, regulations and other governing documents of the NFL. the location of which game is not required by the NFL to be played at a location other than the NFL Stadium.

1.31 "Initial Stadium Fees Deposit" means the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), deposited by JKC Stadium with the County prior to the Agreement Date pursuant to the Letter of Intent, together with all interest accrued thereon.

1.32 "JKCI" means Jack Kent Cooke Incorporated, a Nevada corporation.

1.33 "JKC Stadium" means JKC Stadium Inc., a Delaware corporation.

1.34 "Land Records" means the Land Records of Prince George's County, Maryland.

1.35 "Laws" means all applicable constitutions, statutes, laws, ordinances, resolutions, regulations, orders, writs, injunctions, decisions, opinions or decrees of any Governmental Unit or any Tribunal.

1.36 "Letter of Intent" means that certain Letter of Intent dated December 3, 1995, made by and among the Parties other than JKC Stadium with respect to the construction of the NFL Stadium and the other matters described in this Agreement, together with any and all amendments thereto made prior to the date hereof, including, without limitation, that certain First Amendment to Letter of Intent dated December 29, 1995 and that certain Second Amendment to Letter of Intent dated January 5, 1996 made by and among the Parties other than JKC Stadium.

1.37 "Litigation" means any lawsuit, action or other right asserted at law or in equity in or before any Tribunal.





1.38 "Material Adverse Effect" means any effect whatsoever which, reasonably, could materially impair the ability of a Party to fulfill its obligations under the terms and conditions of this Agreement.

1.39 "MBE" means "minority business enterprise", as such term is defined and used in either the State MBE Requirements or the County MBE Requirements.

1.40 "New Title Matters" means, collectively, matters affecting title to the Wilson Farm Stadium Property other than the Permitted Title Exceptions, to which JKC Stadium objects and which shall be identified in the Title Policy as exceptions to the insurance provided thereunder.

1.41 "NFL" means the National Football League or its successors.

1.42 "NFL Stadium" means that certain stadium containing approximately 78,600 seats, together with parking lots containing approximately 23,000 parking spaces and all other on-site facilities and amenities, to be constructed on the Wilson Farm Stadium Property by JKC Stadium in accordance with this Agreement.

1.43 "NFL Stadium Concessionaire" means Volume Services, Inc., a Virginia corporation, and any successor concessionaires providing services to the NFL Stadium pursuant to contracts with JKC Stadium or PFI.

1.44 "NFL Stadium Event" means any Home Game or other revenue-producing event occurring at the NFL Stadium.

1.45 "NFL Stadium Game Day" means any day in any calendar year on which the NFL Stadium shall be used, or is scheduled to be used, for a Home Game, or any day that is the day before or the day after a Home Game.

1.46 "NFL Stadium Impact Area" means the area in the vicinity of the Wilson Farm Stadium Property designated as a "special economic impact area" pursuant to Council Resolution Number CR-64-1995 of the County, adopted by the County Council of the County on November 14, 1995.

1.47 "NFL Stadium Lease" means, as more particularly described in Section 4.5 of this Agreement, that certain lease to be entered into with respect to the NFL Stadium by and between JKC Stadium, as landlord, and PFI, as tenant, together with all amendments thereto and supplements thereof.

1.48 "NFL Stadium Restrictive Covenant" means that document attached as Exhibit A to this Agreement which shall be executed, delivered and recorded to encumber the Wilson Farm Stadium Property in accordance with Section 3.13 of this Agreement.





1.49 "NFL Stadium Use Covenant Period" means that period of time commencing on the date a use and occupancy permit is issued for the NFL Stadium and ending on that date which is the later to occur of (a) the day before the thirtieth (30th) anniversary of the first Home Game played at the NFL Stadium, and (b) August 31, 2027.

1.50 "Off-Site Infrastructure" means, collectively, all of the improvements benefitting the Wilson Farm Stadium Property but located on property near but not a part of the Wilson Farm Stadium Property that are more particularly described in Exhibit B attached hereto and made a part hereof. The Off-Site Infrastructure shall consist, collectively, of the County Constructed Off-Site Infrastructure and the State Constructed Off-Site Infrastructure.

1.51 "On-Site Infrastructure" means, collectively, all of the improvements with respect to the Wilson Farm Stadium Property that are more particularly described in Exhibit C attached hereto and made a part hereof.

1.52 "Parties" means, collectively, all of the Persons executing and delivering this Agreement.

1.53 "Peril" means, collectively, fire, lightning, flood, windstorm, hail, earthquake, explosion, riot and civil commotion, vandalism and malicious mischief, damage from aircraft, vehicles and all other perils commonly covered by an "all risk" endorsement to a casualty insurance policy available with respect to the ownership and operation in the State of Maryland of properties similar in nature to the NFL Stadium.

1.54 "Permitted Title Exceptions" means, collectively: (a) all real property taxes and assessments not yet delinquent; (b) all matters created by JKC Stadium or its agents, representatives, employees or contractors; (c) all matters created with the consent of JKC Stadium; (d) all matters which would be disclosed by an inspection or survey of the Wilson Farm Stadium Property; (e) all instruments, agreements and other matters appearing of record with respect to the Wilson Farm Stadium Property or any portion thereof on or prior to the Closing Date, other than (i) mortgages or deeds of trust securing the repayment of pre-existing financing, and (ii) documents recorded among the Land Records against the Wilson Farm Stadium Property by the Commission after the Agreement Date; and (f) all matters created pursuant to the terms of this Agreement.

1.55 "Person" means any individual or Entity, and the heirs, executors, personal representatives, administrators, legal representatives, successors and permitted assigns of such Person where the context so requires.

1.56 "PFI" means Pro-Football, Inc., a Maryland corporation doing business as "The Washington Redskins".





1.57 "Relocation Transaction" means any (1) action (or omission to act) or any combination of actions (or omissions to act) which are taken, undertaken or occur, directly or indirectly, by operation of law or otherwise, for the purpose of causing or facilitating the playing of any Home Game at a location other than the NFL Stadium at any time during the NFL Stadium Use Covenant Period, including without limitation, the following if engaged in for the purpose of causing or facilitating the playing of any Home Game at a location other than the NFL Stadium at any time during the NFL Stadium Use Covenant Period: (a) any sale, assignment or transfer by JKC Stadium, JKCI or PFI of any of their respective assets or properties or any of their interests therein; (b) any sale, assignment or transfer by PFI of all or any of its rights and benefits under or with respect to the Franchise Agreement or any amendment of the Franchise Agreement; (c) the seeking of any consent or approval from the NFL; (d) any sale, assignment or transfer by JKC Stadium, JKCI or PFI of any of its right, title or interest in or to the NFL Stadium Lease; or (e) any other action similar or dissimilar to the actions described in the foregoing clauses (a) through (d), (2) any action (or omission to act) or any combination of actions (or omissions to act) which are taken, undertaken, or occur, directly or indirectly, voluntary or involuntary, by operation of law or otherwise, for the purpose of causing or facilitating any sale, assignment or other transfer of all or any of the right, title or interest of PFI or any successor-in-interest of PFI under or with respect to this Agreement, the NFL Stadium Lease or the Franchise Agreement, or any amendment to any of the same, in violation of the terms of this Agreement; or (3) any action (or omission to act) or any combination of actions (or omissions to act) which are taken, undertaken or occur, directly or indirectly, voluntary or involuntary, by operation of law or otherwise, for the purpose of causing or facilitating any sale, assignment or other transfer of all or any of the right, title or interest of JKC Stadium or any successor-in-interest of JKC Stadium under or with respect to this Agreement, the NFL Stadium or the NFL Stadium Lease, in violation of the terms of this Agreement.

1.58 "Sports Complex" means that certain recreation center to be constructed on the Wilson Farm Sports Complex Property in accordance with Article 8 of this Agreement.

1.59 "Stadium Fees" means, in the aggregate, all fees required to be paid to the County in connection with the preparation and recordation of final plats against the Wilson Farm Property in order to create the Wilson Farm Stadium Property and the Wilson Farm Sports Complex Property as separate lots of land, and all building permit fees, storm water management permit fees, design review fees and other fees of a similar nature required to be paid to the County in connection with the construction of the NFL Stadium.

1.60 "State" means the State of Maryland, acting by and through the Office of the Governor and other agencies of the Executive Branch of the State.

1.61 "State Constructed Off-Site Infrastructure" means that portion of the Off-Site Infrastructure to be constructed by the State in accordance with Section 5.2 of this Agreement, as more particularly described in Exhibit B and identified thereon to be constructed by the State.





1.62 "State Constructed Off-Site Infrastructure Fund" means an amount determined in accordance with Section 5.6 of this Agreement for payment, in accordance with Section 5.2 of this Agreement, of costs incurred in connection with the State Constructed Off-Site Infrastructure.

1.63 "State Letter of Credit" means, collectively, the irrevocable letter of credit in the amount of \$5,000,000.00 required to be provided to the State by JKC Stadium in accordance with Section 4.8 of this Agreement, together with all successor letters of credit thereto.

1.64 "State MBE Requirements" means, collectively, all of the Laws of the State promoting minority business enterprises, including, without limitation, those set forth in Section 14-301 *et seq.* of the State Finance and Procurement Article of the Annotated Code of Maryland (1995 Repl. Vol.), as supplemented or amended from time to time thereafter, and all regulations promulgated pursuant to Section 14-303 of the State Finance and Procurement Article of the Annotated Code of Maryland (1995 Repl. Vol.).

1.65 "State Off-Site Grant" means an amount equal to Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) for payment to the County, in accordance with the agreement referenced in Section 5.2(c) of this Agreement, of costs and expenses incurred by the County in connection with the County Constructed Off-Site Infrastructure.

1.66 "State On-Site Infrastructure Fund" means an amount determined in accordance with Section 5.6 of this Agreement for payment to the County, in accordance with the agreement referenced in Section 5.1(b) of this Agreement, of certain costs incurred in connection with the On-Site Infrastructure.

1.67 "Subcontract" means any contract between Contractor and a Subcontractor and/or between two Subcontractors with respect to the NFL Stadium or any part thereof, as the same may be amended, supplemented and/or restated from time to time.

1.68 "Subcontractor" means any Person that, pursuant to a Subcontract, performs or furnishes labor or specially fabricates or furnishes material or equipment for the construction or repair of all or any part of the NFL Stadium.

1.69 "Subsequent Stadium Fees Letter of Credit" means, collectively, the irrevocable stand-by letter of credit in the amount of \$850,000.00 required to be provided to the County by JKC Stadium in accordance with Section 11.2 of this Agreement, together with all successor letters of credit thereto.

1.70 "Taxes" means all taxes, assessments, fees, levies, impositions, duties, deductions, withholdings, or other charges of any nature whatsoever from time to time or at any time imposed by any Laws or by any Tribunal.





1.71 "Title Company" means the title insurance company employed by JKC Stadium to issue the Title Policy.

1.72 "Title Policy" means that owner's policy of title insurance which shall be issued by the Title Company to JKC Stadium insuring title to the Wilson Farm Stadium Property in JKC Stadium as of the Closing Date.

1.73 "Tribunal" means any arbitrator, mediator, arbitration panel or mediation panel or any court, department, commission, board, bureau, agency, or instrumentality of any Governmental Unit.

1.74 "Washington Redskins NFL Football Team" means that NFL team known, as of the Agreement Date, as "The Washington Redskins" and which is the subject of the Franchise Agreement to which PFI is a party and under which PFI is the franchisee.

1.75 "Wilson Farm Property" means, collectively, the Wilson Farm Stadium Property and the Wilson Farm Sports Complex Property. The Wilson Farm Property is more particularly described in Exhibit D attached hereto and made a part hereof.

1.76 "Wilson Farm Sports Complex Property" means that portion of the Wilson Farm Property generally illustrated on Exhibit E attached hereto, containing approximately eighty (80) contiguous acres, the precise legal description of which shall be determined in accordance with Section 3.3 of this Agreement.

1.77 "Wilson Farm Stadium Property" means that portion of the Wilson Farm Property generally illustrated on Exhibit F attached hereto, containing approximately two hundred (200) acres, the precise legal description of which shall be determined in accordance with Section 3.3 of this Agreement. The Wilson Farm Stadium Property shall not include the land on which the Brightseat Formation is located or any portion of a fifty (50) foot buffer of land surrounding the perimeter of the land on which the Brightseat Formation is located.

1.78 "Wilson Farm Stadium Property Purchase Price" means the purchase price to be paid by JKC Stadium to the Commission for the Wilson Farm Stadium Property, such price being the product of (i) Twenty Thousand Five Hundred Dollars (\$20,500.00) per acre, and (ii) the total acreage of the Wilson Farm Stadium Property.

## ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

### 2.1 Representations and Warranties of JKC Stadium.

(a) On and as of the Agreement Date and the Closing Date, JKC Stadium warrants and represents the following to be true and accurate in all material respects:





(i) JKC Stadium is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware. JKC Stadium is duly registered to do business as a foreign corporation in the State of Maryland.

(ii) JKC Stadium has full right, power and authority to enter into this Agreement and the transactions contemplated by this Agreement, to enter into the NFL Stadium Lease, and to execute, deliver and comply with the terms and conditions of this Agreement, for which no approval or consent of any Person or Tribunal is required which has not been obtained.

(iii) There are no provisions in any indenture, contract, agreement or other document controlling JKC Stadium or to which JKC Stadium is a party or by which JKC Stadium is bound, which prohibit the execution and delivery by JKC Stadium of this Agreement or the observance and performance by JKC Stadium of any other terms and conditions of this Agreement.

(iv) The execution, delivery and performance by JKC Stadium of the obligations imposed upon JKC Stadium under this Agreement will not violate: (A) to its best knowledge, any provision of Law presently in effect having applicability to JKC Stadium, the Wilson Farm Stadium Property or the NFL Stadium; or (B) the articles of incorporation, by-laws or any other of the corporate governing agreements of JKC Stadium; or (C) any indenture, contract, agreement or other document to which JKC Stadium is a party.

(v) This Agreement, when duly executed and delivered by all of the Parties, will constitute the valid, legal and binding obligation of JKC Stadium enforceable against JKC Stadium in accordance with its terms.

(vi) Other than as set forth in Exhibit G attached to this Agreement, there is no Litigation pending or, to the knowledge of JKC Stadium, threatened against JKC Stadium, the Wilson Farm Stadium Property, or any facet of the NFL Stadium, the Franchise Agreement, or involving the validity or enforceability of this Agreement in any Tribunal which, if decided adversely to JKC Stadium would, in JKC Stadium's best judgment, have a Material Adverse Effect, nor is JKC Stadium in default with respect to any order of any Tribunal which would cause a Material Adverse Effect.

(vii) No approval, authorization or consent of any Tribunal is required for the proper execution, delivery and performance of this Agreement by JKC Stadium.

(viii) All federal, state, foreign and other Tax returns of JKC Stadium required to be filed have been filed, and all federal, state, foreign and other Taxes imposed upon JKC Stadium which are due and payable, have been paid except for Taxes which are being disputed by appropriate proceedings or for which extensions have been filed.



(ix) There are no proceedings under any Debtor Relief Laws pending or, to the knowledge of JKC Stadium, contemplated by or against JKC Stadium.

(x) There are no significant material facts or conditions relating to this Agreement, the Wilson Farm Stadium Property, the NFL Stadium and/or the financial condition and business of JKC Stadium, which would, in JKC Stadium's best judgment, to the knowledge of JKC Stadium, cause a Material Adverse Effect and which have not been related, in writing, to the other Parties, and to its best knowledge, all writings heretofore or hereafter exhibited or delivered to the other Parties by or on behalf of JKC Stadium are and will be genuine and in all material respects are what they purport and appear to be.

(xi) JKC Stadium is a wholly-owned subsidiary of JKCI.

(xii) JKC Stadium has entered into a contract prior to the date of this Agreement with the NFL Stadium Concessionaire pursuant to which the NFL Stadium Concessionaire has been granted a license by JKC Stadium to provide concessionaire services at the NFL Stadium.

(xiii) JKC Stadium has the financial capacity and ability to fulfill its obligations under this Agreement and agrees to maintain that capacity and ability to and including the date the first Home Game is played at the NFL Stadium.

(xiv) The Washington Redskins NFL Football Team is not required by the NFL to play its football games at RFK Stadium in Washington, D.C.

(b) The representations and warranties set forth in Section 2.1(a) above shall survive any termination of this Agreement and the Closing.

## 2.2 Representations and Warranties of JKCI.

(a) On and as of the Agreement Date and the Closing Date, JKCI warrants and represents the following to be true and accurate in all material respects:

(i) JKCI is a corporation duly formed, validly existing and in good standing under the laws of the State of Nevada. JKCI is duly registered to do business as a foreign corporation in the State of Maryland.

(ii) JKCI has full right, power and authority to enter into this Agreement and the transactions contemplated by this Agreement, and to execute, deliver and comply with the terms and conditions of this Agreement, for which no approval or consent of any Person or Tribunal is required which has not been obtained.





(iii) There are no provisions in any indenture, contract, agreement or other document controlling JKCI or to which JKCI is a party or by which JKCI is bound, which prohibit the execution and delivery by JKCI of this Agreement or the observance and performance by JKCI of any other terms and conditions of this Agreement.

(iv) The execution, delivery and performance by JKCI of the obligations imposed upon JKCI under this Agreement will not violate: (A) to its best knowledge, any provision of Law presently in effect having applicability to JKCI; or (B) the articles of incorporation, by-laws or any other of the corporate governing agreements of JKCI; or (C) any indenture, contract, agreement or other document to which JKCI is a party.

(v) This Agreement, when duly executed and delivered by all of the Parties, will constitute the valid, legal and binding obligation of JKCI enforceable against JKCI in accordance with its terms.

(vi) Other than as set forth in Exhibit H attached to this Agreement, there is no Litigation pending or, to the knowledge of JKCI, threatened against JKCI, or involving the validity or enforceability of this Agreement in any Tribunal which, if decided adversely to JKCI would, in JKCI's best judgment, have a Material Adverse Effect, nor is JKCI in default with respect to any order of any Tribunal which would cause a Material Adverse Effect.

(vii) No approval, authorization or consent of any Tribunal is required for the proper execution, delivery and performance of this Agreement by JKCI.

(viii) All federal, state, foreign and other Tax returns of JKCI required to be filed have been filed, and all federal, state, foreign and other Taxes imposed upon JKCI which are due and payable, have been paid except for Taxes which are being disputed by appropriate proceedings or for which extensions have been filed.

(ix) There are no proceedings under any Debtor Relief Laws pending or, to the knowledge of JKCI, contemplated by or against JKCI.

(x) There are no significant material facts or conditions relating to this Agreement, and/or the financial condition and business of JKCI, which would, in JKCI's best judgment, to the knowledge of JKCI, cause a Material Adverse Effect and which have not been related, in writing, to the other Parties, and to its best knowledge, all writings heretofore or hereafter exhibited or delivered to the other Parties by or on behalf of JKCI are and will be genuine and in all material respects are what they purport and appear to be.

(xi) JKCI is the owner of all of the stock of JKC Stadium and PFI.





(xii) The Washington Redskins NFL Football Team is not required by the NFL to play its football games at RFK Stadium in Washington, D.C.

(b) The representations and warranties set forth in Section 2.2(a) above shall survive any termination of this Agreement and the Closing.

### 2.3 Representations and Warranties of PFI.

(a) On and as of the Agreement Date and the Closing Date, PFI warrants and represents the following to be true and accurate in all material respects:

(i) PFI is a corporation duly formed, validly existing and in good standing under the laws of the State of Maryland.

(ii) PFI has full right, power and authority to enter into this Agreement and the transactions contemplated by this Agreement, to enter into the NFL Stadium Lease, and to execute, deliver and comply with the terms and conditions of this Agreement, for which no approval or consent of any Person or Tribunal is required which has not been obtained.

(iii) There are no provisions in any indenture, contract, agreement or other document controlling PFI or to which PFI is a party or by which PFI is bound, which prohibit the execution and delivery by PFI of this Agreement or the observance and performance by PFI of any other terms and conditions of this Agreement.

(iv) The execution, delivery and performance by PFI of the obligations imposed upon PFI under this Agreement will not violate: (A) to its best knowledge, any provision of Law presently in effect having applicability to PFI, the Wilson Farm Stadium Property, the NFL Stadium or the Franchise Agreement; or (B) the articles of incorporation, by-laws or any other of the corporate governing agreements of PFI; or (C) any indenture, contract, agreement or other document to which PFI is a party.

(v) This Agreement, when duly executed and delivered by all of the Parties, will constitute the valid, legal and binding obligation of PFI enforceable against PFI in accordance with its terms.

(vi) Other than as set forth in Exhibit I attached to this Agreement, there is no Litigation pending or, to the knowledge of PFI, threatened against PFI, the Wilson Farm Stadium Property, or any facet of the NFL Stadium, the Franchise Agreement, or involving the validity or enforceability of this Agreement in any Tribunal which, if decided adversely to PFI would, in PFI's best judgment, have a Material Adverse Effect, nor is PFI in default with respect to any order of any Tribunal which would cause a Material Adverse Effect.



(vii) No approval, authorization or consent of any Tribunal is required for the proper execution, delivery and performance of this Agreement by PFI.

(viii) All federal, state, foreign and other Tax returns of PFI required to be filed have been filed, and all federal, state, foreign and other Taxes imposed upon PFI which are due and payable, have been paid except for Taxes which are being disputed by appropriate proceedings or for which extensions have been filed.

(ix) There are no proceedings under any Debtor Relief Laws pending or, to the knowledge of PFI, contemplated by or against PFI.

(x) There are no significant material facts or conditions relating to this Agreement, the Wilson Farm Stadium Property, the NFL Stadium, the Franchise Agreement, and/or the financial condition and business of PFI, which would, in PFI's best judgment, to the knowledge of PFI, cause a Material Adverse Effect and which have not been related, in writing, to the other Parties, and to its best knowledge, all writings heretofore or hereafter exhibited or delivered to the other Parties by or on behalf of PFI are and will be genuine and in all material respects are what they purport and appear to be.

(xi) The Franchise Agreement is in full force and effect and no event has occurred which, with the passage of time or the giving of notice, constitutes or might constitute a default by PFI under the Franchise Agreement. PFI is the franchisee under the Franchise Agreement. Pursuant to the Franchise Agreement, PFI is authorized to operate the Washington Redskins NFL Team. Neither the Franchise Agreement nor any of PFI's rights or benefits thereunder have been assigned or pledged to any third party, to secure any financial obligations of PFI or otherwise. None of the covenants of, or the obligations to be performed by, PFI set forth in this Agreement is in violation of or, if performed, would contravene any of the terms, conditions and provisions of the Franchise Agreement. PFI shall diligently pursue with the NFL all approvals and consents which it is required to obtain from the NFL under the Franchise Agreement or otherwise with respect to this Agreement.

(xii) PFI is a wholly-owned subsidiary of JKCI.

(xiii) The Washington Redskins NFL Football Team is not required by the NFL to play its football games at RFK Stadium in Washington, D.C.

(b) The representations and warranties set forth in Section 2.3(a) above shall survive any termination of this Agreement and the Closing.

#### 2.4 Representations and Warranties of the State.

(a) On and as of the Agreement Date and the Closing Date, the State warrants and represents the following to be true and accurate in all material respects:





(i) Upon approval of this Agreement by the Board of Public Works of the State, the State shall have full right, power and authority to enter into this Agreement and the transactions contemplated by this Agreement and to execute, deliver and comply with the terms and conditions of this Agreement, for which no other approval or consent of any Person or Tribunal shall be required which shall not have been obtained. The obligations of the State under this Agreement are subject to the provisions of Section 15.1 of this Agreement.

(ii) There are no provisions in any indenture, contract, agreement or other document controlling the State or to which the State is a party or by which the State is bound, which prohibit the execution and delivery by the State of this Agreement or the observance and performance by the State of any other terms and conditions of this Agreement.

(iii) The execution and delivery, and performance by the State, of the obligations imposed upon the State under this Agreement will not violate: (A) to its best knowledge, any provision of Law presently in effect having applicability to the State; or (B) any indenture, contract, agreement or other document to which the State is a party.

(iv) This Agreement, when approved by the Board of Public Works of the State and when duly executed and delivered by all of the Parties, will constitute the valid, legal and binding obligation of the State enforceable against the State in accordance with its terms.

(v) Except as otherwise specifically provided in this Agreement, no approval, authorization or consent of any Tribunal is required for the proper execution, delivery and performance of this Agreement by the State.

(vi) To fund its obligations under Article 5 of this Agreement, the State has included budget requests to the General Assembly of the State to satisfy its Fiscal Year 1997 obligations under Article 5 of this Agreement. The Department of Transportation of the State has included in its Consolidated Transportation Program for Fiscal Year 1996 through Fiscal Year 2001 expenditures of \$10,000,000.00 for Fiscal Year 1996, \$35,000,000.00 for Fiscal Year 1997 (the budget request year) and \$3,000,000.00 for Fiscal Year 1998 for the On-Site Infrastructure and the Off-Site Infrastructure.

(b) The representations and warranties set forth in Section 2.4(a) above shall survive any termination of this Agreement and the Closing.

## 2.5 Representations and Warranties of the Commission.

(a) On and as of the Agreement Date and the Closing Date, the Commission warrants and represents the following to be true and accurate in all material respects:





(i) Upon approval by its governing body, the Commission has full right, power and authority to enter into this Agreement and the transactions contemplated by this Agreement and to execute, deliver and comply with the terms and conditions of this Agreement.

(ii) There are no provisions in any indenture, contract, agreement or other document controlling the Commission or to which the Commission is a party or by which the Commission is bound, which prohibit the execution and delivery by the Commission of this Agreement or the observance and performance by the Commission of any other terms and conditions of this Agreement.

(iii) The execution, delivery and performance by the Commission of the obligations imposed upon the Commission under this Agreement will not violate: (A) to its best knowledge, any provision of Law presently in effect having applicability to the Commission or the Wilson Farm Stadium Property; or (B) any indenture, contract, agreement or other document to which the Commission is a party.

(iv) This Agreement, when duly executed and delivered by all of the Parties, will constitute the valid, legal and binding obligation of the Commission enforceable against the Commission in accordance with its terms.

(v) Except as otherwise specifically provided in this Agreement, no approval, authorization or consent of any Tribunal is required for the proper execution, delivery and performance of this Agreement by the Commission.

(b) The representations and warranties set forth in Section 2.5(a) above shall survive any termination of this Agreement and the Closing.

## 2.6 Representations and Warranties of the County.

(a) On and as of the Agreement Date and the Closing Date, the County warrants and represents the following to be true and accurate in all material respects:

(i) The County has full right, power and authority to enter into this Agreement and the transactions contemplated by this Agreement and to execute, deliver and comply with the terms and conditions of this Agreement, for which no approval or consent of any Person or Tribunal is required which has not been obtained.

(ii) There are no provisions in any indenture, contract, agreement or other document controlling the County or to which the County is a party or by which the County is bound, which prohibit the execution and delivery by the County of this Agreement or the observance and performance by the County of any other terms and conditions of this Agreement.



(iii) The execution and delivery, and performance by the County, of the obligations imposed upon the County under this Agreement will not violate: (A) to its best knowledge, any provision of Law presently in effect having applicability to the County; or (B) any indenture, contract, agreement or other document to which the County is a party.

(iv) This Agreement, when duly executed and delivered by all of the Parties, will constitute the valid, legal and binding obligation of the County enforceable against the County in accordance with its terms.

(v) Except as otherwise specifically provided in this Agreement, no approval, authorization or consent of any Tribunal is required for the proper execution, delivery and performance of this Agreement.

(b) The representations and warranties set forth in Section 2.6(a) above shall survive any termination of this Agreement and the Closing.

### ARTICLE 3 - CONTRACT OF SALE

3.1 Purchase and Sale. The Commission hereby agrees to sell to JKC Stadium, and JKC Stadium agrees to purchase from the Commission, all the Commission's right, title and interest to the Wilson Farm Stadium Property on the terms and conditions set forth in this Agreement.

3.2 Closing. The Closing shall occur not later than thirty (30) days after satisfaction of all of the Conditions Precedent set forth in Section 3.12 of this Agreement. The State, the County, the Commission, JKC Stadium, JKCI and PFI agree to undertake best efforts so as to facilitate the occurrence of the Closing on or about April 30, 1996. Notwithstanding the foregoing, if the Closing has not occurred by July 1, 1996 as a result of a failure by any Party other than the State to comply with a condition precedent, the State shall have the option to suspend its funding obligation under this Agreement until Closing, in which event the other obligations of the State, the County and the Commission shall similarly be suspended. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement shall terminate and the obligations of the Commission to convey the Wilson Farm Stadium Property to JKC Stadium shall be of no further force or effect if the Closing shall not have occurred by October 1, 1996; provided, however, that in the event of any such termination of this Agreement in accordance with the preceding provisions of this Section 3.2, the Parties shall retain all rights and remedies that they may have pursuant to this Agreement and at law or in equity with respect to the failure of any of the other Parties to have fulfilled their respective agreements and obligations under this Agreement.

3.3 Determination of Legal Descriptions. JKC Stadium and the Commission agree to use their diligent efforts, beginning on the Agreement Date and continuing thereafter, to agree as soon as practical upon the precise legal description of the Wilson Farm Stadium Property.





Upon their agreement, JKC Stadium and the Commission shall confirm in writing, delivered to each of the other Parties, the precise legal description for the Wilson Farm Stadium Property, the precise acreage contained therein, and the Wilson Farm Property Purchase Price. Following confirmation of the same, JKC Stadium shall, at the sole expense of JKC Stadium, diligently pursue the preparation and recordation of a final plat against the Wilson Farm Property in order to cause the Wilson Farm Stadium Property and the Wilson Farm Sports Complex Property to be separate lots of real property. The aforescribed plat shall be acceptable to the Commission, in its reasonable discretion, in form and substance in all respects. The Commission shall cooperate in all reasonable respects with JKC Stadium to facilitate JKC Stadium's preparation and recordation of a final plat against the Wilson Farm Stadium Property as aforesaid, and in such regard, shall execute plats and related documents to the extent necessary to evidence its ownership of the Wilson Farm Stadium Property.

3.4 Deed; Payment. On the Closing Date, the Commission shall execute and deliver the Deed, in the form attached hereto and made a part hereof as Exhibit J, to JKC Stadium. On the Closing Date, JKC Stadium shall deliver to the Commission by wire transfer or certified check the Wilson Farm Stadium Property Purchase Price, together with JKC Stadium's share of prorations payable in accordance with Section 3.6 below.

3.5 Title Matters. The Wilson Farm Stadium Property shall be conveyed to JKC Stadium subject to the Permitted Title Exceptions. Not later than ten (10) days after the Agreement Date, the Commission shall provide to JKC Stadium copies of all title abstracts in its possession relating to the Wilson Farm Stadium Property. In the event JKC Stadium notifies the Commission of any New Title Matters prior to the Closing Date, the Commission shall endeavor to cure or delete, by the Closing Date, the New Title Matters as exceptions to the Title Policy. If the Commission fails, by the scheduled Closing Date despite its good faith efforts, to cure or delete the New Title Matters as exceptions to the Title Policy, JKC Stadium shall nevertheless proceed to the Closing and accept title to the Wilson Farm Stadium Property subject to the New Title Matters not otherwise then cured or deleted as exceptions to the Title Policy. In no event shall the Commission's failure to cure or delete as exceptions to the Title Policy any New Title Matter despite its good faith efforts be deemed to be a breach of this Agreement by the Commission. Notwithstanding the foregoing, under all circumstances, the Commission shall, prior to the Closing Date, cure or delete as exceptions to the Title Policy all New Title Matters created by it after the Agreement Date.

3.6 Prorations. Real property taxes and sewer and water rents and charges shall be apportioned as of 11:59 p.m. on the date immediately preceding the Closing Date and shall be assumed by JKC Stadium as of and continuing after the Closing Date. Such prorations shall be paid by JKC Stadium to the Commission (if the same result in a net credit to the Commission) or by the Commission to JKC Stadium (if the same result in a net credit to JKC Stadium) by increasing or reducing the amounts payable by JKC Stadium to the Commission at Closing in accordance with this Agreement. Any such adjustment not determined or not agreed upon as of the Closing shall be paid by JKC Stadium to the Commission, or by the Commission to JKC





Stadium, as the case may be, by wire transfer or bank certified check as soon as practicable following the Closing.

3.7 Closing Costs. On the Closing Date, JKC Stadium shall pay all recordation taxes, transfer taxes, recording charges and other closing costs (including, without limitation, all costs of surveys, title search, title insurance and environmental assessments) incurred in connection with the transfer of the Wilson Farm Stadium Property by the Commission to JKC Stadium.

3.8 Damage. The obligations of JKC Stadium under this Agreement shall remain unaffected in the event of any damage to any such improvements prior to the Closing.

3.9 Entry. Prior to the Closing and for so long as there is no default under this Agreement by JKCI, JKC Stadium or PFI, JKC Stadium and its representatives, agents, contractors, servants, employees and licensees shall have the right, following its delivery of at least two (2) business days' notice to the Commission, to reasonable access to the Wilson Farm Stadium Property in accordance with the terms and conditions of this Section 3.9 only for the following purposes: (i) to inspect the Wilson Farm Stadium Property and perform, at JKC Stadium's sole cost and expense, any environmental, engineering, historical, soil or other studies with respect to the Wilson Farm Stadium Property that JKC Stadium shall require; (ii) to grade the Wilson Farm Stadium Property in preparation for construction of the NFL Stadium; (iii) to excavate the "bowl" for the stadium structure to comprise the NFL Stadium. (iv) to install sediment and erosion control devices; (v) after April 1, 1996, to install foundation piles for support of the stadium structure to comprise the NFL Stadium; and (vi) to conduct such other pre-construction activities at the Wilson Farm Stadium Property as shall be approved prior to the commencement thereof by the Commission and the State, in their respective sole and absolute discretion. Any work or activities undertaken or performed by or on behalf of JKC Stadium in accordance with the terms and conditions of this Section 3.9 by JKC Stadium or any of its representatives, agents, contractors, servants, employees or licensees is "sometimes hereinafter referred to, collectively, as "JKC Stadium's Work".

Any entry by JKC Stadium or its representatives, agents, contractors, servants, employees or licensees onto the Wilson Farm Stadium Property pursuant to the preceding provisions of this Section 3.9 shall be expressly subject to the following terms and conditions:

(a) JKC Stadium agrees to indemnify and hold harmless the Commission, the Commission's affiliates, and their directors, officers, agents, servants and employees, against and from, and shall obtain insurance coverage reasonably satisfactory to the Commission for, any and all claims, damages, loss, liability, costs and expenses, including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and disbursements (hereinafter collectively, "Indemnified Claims") arising in connection with or incident to the occupation or use of the Wilson Farm Stadium Property, or the presence thereon, by JKC Stadium or JKC Stadium's representatives, agents, contractors, consultants, employees, servants or licensees prior to the Closing.





(b) JKC Stadium covenants and agrees to pay in full for all materials joined or affixed to the Wilson Farm Stadium Property in connection with any of the JKC Stadium's Work and to pay in full all persons who perform labor on the Wilson Farm Stadium Property with respect to JKC Stadium's Work, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Wilson Farm Stadium Property for any of JKC Stadium's Work; and JKC Stadium agrees to indemnify and hold harmless the Commission against and from any and all Indemnified Claims in any way connected with or arising out of such JKC Stadium's Work. JKC Stadium shall be responsible for the costs and expenses of all reports commissioned by JKC Stadium with respect to the Wilson Farm Stadium Property.

(c) In the event this Agreement is terminated, JKC Stadium shall, as soon as possible and at JKC Stadium's sole cost and expense, restore the Wilson Farm Stadium Property where JKC Stadium or JKC Stadium's representatives, agents, contractors, servants or licensees have performed any of JKC Stadium's Work to substantially the same condition it was in prior to such JKC Stadium's Work, failing in which the Commission may perform the work of restoration and JKC Stadium shall reimburse the Commission for the cost and expense thereof within ten (10) Business Days after rendition of bills paid for by the Commission; provided, however, that prior to the commencement of any work of restoration by the Commission pursuant to this Section 3.9(d), the Commission shall provide JKC Stadium with at least thirty (30) days prior written notice of JKC Stadium's failure to perform the work of restoration described in this Section 3.9(d) and JKC Stadium shall have failed to promptly commence the work of restoration within such thirty (30) day period and thereafter diligently to have completed same. In the event the State shall require JKC Stadium to convey the Wilson Farm Stadium Property to the State in accordance with Section 13.4 of this Agreement, the foregoing restoration obligation of JKC Stadium shall be limited to the extent required in the State's notice to JKC Stadium of the State's election to have the Wilson Farm Stadium Property conveyed to it. In the event the County shall require JKC Stadium to convey the Wilson Farm Stadium Property to the County in accordance with Section 13.5 of this Agreement, the foregoing restoration obligation of JKC Stadium shall be limited to the extent required by the County's notice to JKC Stadium of its election to have the Wilson Farm Stadium Property conveyed to it. In the event that this Agreement is terminated, JKC Stadium shall, upon its receipt, provide the Commission, at no cost to the Commission, with all reports and analysis generated for, by, or under the control of, JKC Stadium with respect to JKC Stadium's investigation of the Wilson Farm Stadium Property.

(d) Notwithstanding anything to the contrary set forth elsewhere in this Section 3.9 or any of the other provisions of this Agreement, JKC Stadium shall have no right to enter upon the Wilson Farm Stadium Property until all of the following conditions precedent shall have been satisfied, in the sole opinion of the Commission:





(i) JKC Stadium, PFI and the County shall have entered into the agreement described in Section 7.3 of this Agreement with respect to MBE and County resident employment matters;

(ii) JKC Stadium shall have obtained those insurance coverages identified in Exhibit L attached hereto and shall have satisfied all other requirements relative thereto set forth in Section 4.9 of this Agreement; and

(iii) JKC Stadium shall have timely delivered to the County the Subsequent Stadium Fees Letter of Credit in accordance with Section 11.1 of this Agreement.

Notwithstanding anything to the contrary set forth elsewhere in this Agreement, the Commission shall have the right, in its sole discretion, to waive any condition precedent set forth in this Section 3.9(d).

(e) Under no circumstances shall any of JKCI's Stadium Work be performed on the land upon which the Brightseat Formation is located or on any of the land comprising a fifty (50) foot buffer area surrounding the land on which the Brightseat Formation is located.

(f) The provisions of Section 3.9 of this Agreement shall survive any termination of this Agreement or the Closing.

3.10 Approvals. As a material inducement to the execution and delivery of this Agreement by the Commission and the performance by the Commission of its duties and obligations hereunder, JKC Stadium does hereby acknowledge, represent, warrant and agree, to and with the Commission, that, as of the Agreement Date and the Closing: (i) JKC Stadium is purchasing the Wilson Farm Stadium Property in an "AS IS, WHERE IS AND WITH ALL DEFECTS" condition as of the Agreement Date with respect to any facts, circumstances, conditions and defects of all kinds; (ii) the Commission has no obligation to repair or correct any such facts, circumstances, conditions or defects or compensate JKC Stadium for same; (iii) JKC Stadium shall indemnify the Commission against and hold the Commission harmless from, all losses, damages, costs and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by the Commission with respect to matters occurring on the Wilson Farm Stadium Property and arising from acts, occurrences or matters that take place after the Closing, provided the foregoing shall not extend to maintenance of public roadways located on the Wilson Farm Stadium Property following conveyance of the same to the County; (iv) based upon all physical inspections, examinations and tests of the Wilson Farm Stadium Property as JKC Stadium deems necessary or appropriate under the circumstances. JKC Stadium is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own agents and officers and the JKC Stadium is and will be fully satisfied that the Wilson Farm Stadium Property Purchase Price is fair and adequate consideration for the Wilson Farm Stadium Property; (v) the Commission is not making and has not made any warranty or representation with respect to all or any part of the Wilson Farm Stadium Property





as an inducement to JKC Stadium to enter into this Agreement and thereafter to purchase the Wilson Farm Stadium Property or for any other purpose; and (vi) by reason of all of the foregoing, JKC Stadium shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Wilson Farm Stadium Property. The Commission will not have or be subject to any liability to JKC Stadium or any other person resulting from a distribution to JKC Stadium, or JKC Stadium's use of, any information (including, without limitation, any brochure or other publication distributed in connection with the sale of the Wilson Farm Stadium Property) regarding the Wilson Farm Stadium Property. This Section 3.10 shall survive the termination of this Agreement or the Closing and the recordation of the Deed.

3.11 Waiver and Release. JKC Stadium hereby acknowledges that a portion of the Wilson Farm Stadium Property has, prior to the Closing Date, been used as a landfill or for landfill purposes. Notwithstanding any provision of this Agreement to the contrary, JKC Stadium hereby releases the Commission from any liability, claims, damages, penalties, costs, fees, charges, losses, causes of action, demands, expenses of any kind or nature or any other claim it has or may have against the Commission because of or in connection with the prior use of a portion of the Wilson Farm Stadium Property as a landfill or for landfill purposes or resulting from the presence, removal or other remediation of Hazardous Materials in, on, under or about the Wilson Farm Stadium Property or which have migrated from adjacent lands. Without limiting the generality of the foregoing, JKC Stadium hereby waives and relinquishes any and all rights and remedies JKC Stadium may now or hereafter have against the Commission with respect to Hazardous Materials in, on, under or about the Wilson Farm Stadium Property, or with respect to any past, present or future violations of any Environmental Laws relative to the Wilson Farm Stadium Property. This Section 3.11 shall survive the termination of this Agreement or the Closing.

3.12 Conditions Precedent to Conveyance. The following are conditions precedent, for the benefit of all of the Parties, to the conveyance by the Commission of the Wilson Farm Stadium Property to JKC Stadium in accordance with the foregoing terms of this Article 3:

(a) All representations and warranties of the Parties set forth in this Agreement shall be true and correct as of the Closing Date;

(b) JKC Stadium and the Commission shall have agreed upon and confirmed, in accordance with Section 3.3 of this Agreement, the precise legal description for the Wilson Farm Stadium Property, the precise acreage contained therein, and the Wilson Farm Stadium Property Purchase Price;

(c) JKC Stadium shall have taken all action required in order that the Commission may convey the Wilson Farm Stadium Property to JKC Stadium in accordance with all applicable Laws, including preparation of the metes and bounds description for the Wilson



Farm Stadium Property and preparation of the final plat for recordation against the Wilson Farm Property in accordance with Section 3.3 above;

(d) With respect to those contracts for construction of the NFL Stadium executed by JKC Stadium prior to Closing, JKC Stadium shall have delivered to the State and the County original effective counterparts of all performance bonds and payment bonds required under Section 4.3 of this Agreement;

(e) JKC Stadium shall have provided to the County and the State, in accordance with Section 4.1 of this Agreement, evidence of the availability of funds to JKC Stadium to satisfy its obligations under this Agreement;

(f) JKC Stadium shall have delivered the State Letter of Credit to the State in accordance with Section 4.8 of this Agreement;

(g) JKC Stadium shall have executed and delivered the NFL Stadium Restrictive Covenant to the State, the County and the Commission, in form suitable for recordation among the Land Records;

(h) JKC Stadium and PFI shall have executed and delivered to the State and the County true and complete copies of the NFL Stadium Lease in accordance with the provisions of Section 4.5 of this Agreement, in form theretofore approved by the State and the County;

(i) PFI shall have obtained the certificate from the NFL, as described in Section 4.6 of this Agreement, and shall have supplied true and complete copies of the same to the State and the County;

(j) The State and the County shall have executed the grant agreement referenced in Section 5.1(c)(i) of this Agreement with respect to the State On-Site Infrastructure Fund;

(k) The State and the County shall have executed the grant agreement referenced in Section 5.2(c)(ii) of this Agreement with respect to the State Off-Site Grant;

(l) JKC Stadium shall have obtained and delivered to the County written commitments from the NFL Stadium Concessionaire to award franchise and employment opportunities to qualified residents of the County and MBEs meeting the requirements of Section 7.1(d) of this Agreement;

(m) JKC Stadium, PFI and the County shall have adopted a comprehensive plan to effectuate the MBE and County resident participation as required under Section 7.3 of this Agreement;





(n) The General Assembly of the State shall have enacted legislation, which shall also have been approved by the Governor of the State, appropriating the contribution in the amount of \$5,000,000.00 to be made by the State to the Commission in accordance with Section 8.4 of this Agreement with respect to the Sports Complex; the Board of Public Works of the State shall have approved the contribution of \$5,000,000.00 to be made by the State to the Commission in accordance with Section 8.4 of this Agreement; and the State shall have removed of record the restrictive covenants (or language in deeds) that are described as required to be removed of record by the State pursuant to Section 8.4 of this Agreement;

(o) If so requested by the Commission at least thirty (30) days prior to the satisfaction of all other conditions in this Section 3.12, JKC Stadium shall have executed and delivered to the Commission all easement agreements for the benefit of the Commission required in accordance with Section 8.7 of this Agreement;

(p) JKC Stadium, JKCI and PFI shall have paid to the Foundation all amounts required to be paid by them to the Foundation through the Closing Date in accordance with Section 9.3 of this Agreement;

(q) JKC Stadium and the County shall have agreed upon and confirmed in writing a verification mechanism to assure compliance by JKC Stadium with the terms and conditions of Section 10.2 of this Agreement;

(r) JKC Stadium, PFI and the County shall have adopted in writing a comprehensive community involvement program in accordance with Section 10.4 of this Agreement;

(s) JKC Stadium, PFI and the County shall have adopted in writing a comprehensive work study program in accordance with Section 10.5 of this Agreement;

(t) JKC Stadium shall have obtained approval of the final specific design plan required by CB-53-1995 for the Wilson Farm Stadium Property, which condition to Closing shall be deemed satisfied even if approval is conditioned;

(u) JKC Stadium shall have obtained all required approvals of all Governmental Units having jurisdiction with respect to engineering and other plans for the NFL Stadium that are required as a condition to the commencement of sitework preliminary to construction of the NFL Stadium;

(v) JKC Stadium shall have obtained all permits required for sitework preliminary to construction of the NFL Stadium from the Governmental Units having jurisdiction with respect thereto that are required as a condition to the commencement of such work;





(w) JKC Stadium shall have certified to the State and the County that the Construction Contract has been executed and delivered by the parties thereto;

(x) JKC Stadium shall have certified to the State and the County that the Architect's Agreement has been executed and delivered by the parties thereto;

(y) JKC Stadium shall have obtained all insurance policies required to be obtained by it prior to the Closing Date under Section 4.9 of this Agreement and JKC Stadium shall have provided copies of the same to the State, the County and the Commission;

(z) This Agreement shall have been approved by the Board of Public Works of the State;

(aa) The General Assembly of the State shall have enacted a budget bill for Fiscal Year 1997 appropriating the amounts to fund construction of the State Constructed Off-Site Infrastructure and any obligations of the State with respect to the On-Site Infrastructure in accordance with this Agreement;

(bb) Each Party shall have delivered to all other Parties the legal opinion required to be provided by it in accordance with Article 14 of this Agreement;

(cc) JKC Stadium shall have timely delivered to the County the Subsequent Stadium Fees Letter of Credit in accordance with Section 11.2 of this Agreement;

(dd) No Party shall be in default of any of its obligations under this Agreement;

(ee) The Commission shall have executed and delivered, and caused to be recorded among the Land Records, the conservation easement protecting the Brightseat Formation described in Section 16.13 of this Agreement;

(ff) None of the Laws governing the payment of amusement and admissions Taxes to the County shall have been amended on or before April 30, 1996 in a manner so as to reduce the amount of the amusement and admissions Taxes which but for the enactment of such amendment would otherwise have been paid or granted to the County;

(gg) The General Assembly of the State shall have enacted the Highway Revenue User Legislation (either in its original form as introduced or together with such modifications, if any, as shall be acceptable to the County) or other legislation having a substantially similar effect, revising the formula by which State highway user revenues are shared with counties and municipalities of the State, and such revised formula shall result in an increase in the County's share of State highway user revenues in Fiscal Year 1997 in an amount not less than \$1,400,000.00, which legislation shall have been approved by the Governor of the State;



(hh) JKC Stadium and PFI shall have delivered to the State and the County the legal opinion relative to the NFL Stadium Lease described in Section 4.5 of this Agreement; and

(ii) JKC Stadium and PFI shall have modified their organizational documents and a voting trust shall have been established with respect to shares of each of them in accordance with Section 4.11 of this Agreement.

The Parties hereby acknowledge that the foregoing conditions precedent are not intended for the benefit of a Party with respect to any failure of any of the conditions precedent caused by a default by such Party under this Agreement. In the event that any of the foregoing conditions precedent are not satisfied on or before July 1, 1996, under no circumstances shall the Commission convey the Wilson Farm Stadium Property to JKC Stadium without the prior written consent of the State and the County, and if any such conditions precedent shall still not be satisfied as of October 1, 1996, then and in such event, each of the State, the County and the Commission shall have the right, at its sole option, to terminate this Agreement by giving notice thereof to the other Parties, whereupon none of the Parties shall have any further rights, liabilities or obligations under this Agreement to the other Parties except as may be specifically to the contrary set forth elsewhere in this Agreement. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, each of the State, the County and the Commission shall have the right, in its sole respective discretion, to waive any condition precedent set forth in this Section 3.12 that benefits it.

3.13 NFL Stadium Restrictive Covenant. On the Closing Date, JKC Stadium and PFI shall execute and deliver the NFL Stadium Restrictive Covenant to the State, the County and the Commission. The NFL Stadium Restrictive Covenant shall encumber the Wilson Farm Stadium Property and shall run with the land. The NFL Stadium Restrictive Covenant shall be recorded so as to encumber the Wilson Farm Stadium Property among the Land Records, at the sole cost and expense of JKC Stadium, by the Commission immediately following recordation of the Deed and prior to recordation of any other documents encumbering the Wilson Farm Stadium Property, including those securing financing procured by JKC Stadium. JKC Stadium shall not permit any document recorded against the Wilson Farm Stadium Property on or after the Closing Date among the Land Records to be superior in priority to the NFL Stadium Restrictive Covenant.

3.14 Provision of Organizational and Authorizing Documents. Within ten (10) days after the Agreement Date, JKC Stadium, JKCI and PFI shall provide to each of the State, the County and the Commission current, true, complete and legible copies of the following documents with respect to each of JKC Stadium, JKCI and PFI, in forms reasonably satisfactory to the State, the County and the Commission:

- (a) Articles of Organization;
- (b) By-Laws;





- (c) Certificate of Incumbency;
- (d) Certificate of Good Standing;
- (e) Evidence of qualification to transact business in Maryland, except as to PFI; and
- (f) Resolution of Board of Directors and/or shareholders, as required, authorizing the execution of this Agreement and performance of obligations hereunder.

In the event foregoing documents are not timely delivered to the State, the County and the Commission in accordance with the foregoing, the County shall have the right, at its sole option, to terminate this Agreement by giving notice thereof to the other Parties, whereupon none of the Parties shall have any further rights, liabilities or obligations under this Agreement to the other Parties except as may be specifically to the contrary set forth elsewhere in this Agreement.

#### ARTICLE 4 - COVENANTS AND AGREEMENTS CONCERNING FINANCING, CONSTRUCTION AND OPERATION OF NFL STADIUM

4.1 Evidence of Financial Wherewithal. Not later than one hundred twenty (120) days after the Agreement Date and, in any event, prior to the conveyance of the Wilson Farm Stadium Property to JKC Stadium by the Commission, JKC Stadium shall provide evidence to the County and the State reasonably satisfactory to the County and the State that JKC Stadium has sufficient funds, or has firm financing commitments for sufficient funds, to permit JKC Stadium to construct the NFL Stadium and to fulfill all JKC Stadium's other obligations under this Agreement in a timely manner. This requirement may be fulfilled by the provision by JKC Stadium to the County and the State of a letter, for reliance by the County and the State, from a financial institution confirming (a) such institution's commitment to provide funds for the construction of the NFL Stadium, and (b) such institution's determination, made in good faith, that such funds, together with other resources known to the institution to be available to JKC Stadium, will be sufficient to construct the NFL Stadium.

#### 4.2 Construction of NFL Stadium.

(a) The State, the County and JKC Stadium agree that the design and construction of the NFL Stadium structure shall be the sole obligation of JKC Stadium; provided, however, the Parties agree that the full development of the Wilson Farm Stadium Property is intended to be a cooperative, mutual endeavor in which the State, the County and JKC Stadium shall work together and in which each shall actively participate in accordance with the terms of this Agreement. The County and the State agree to use their best efforts to expedite the processing and granting of all permits and approvals necessary to meet the dates set forth in this Agreement. Notwithstanding anything to the contrary set forth in the preceding sentence of this Section 4.4 or elsewhere in this Agreement, JKC Stadium hereby acknowledges and





agrees that neither the approval by the State or the County of any of the design or construction plans for the NFL Stadium nor any subsequent inspections or approvals by the State or the County of any work involved in connection with the construction of the NFL Stadium, shall constitute a warranty or representation by the State or the County, or by any of their respective agents, representatives or designees, as to the technical or legal sufficiency, adequacy or safety of the structures comprising the NFL Stadium or any of their respective component parts, including, without limitation, any fixtures, equipment or furnishings, nor shall such approval or inspection constitute such a warranty or representation as to the subsoil conditions involved in the work comprised required in connection with the construction of the NFL Stadium or any of the physical conditions or features pertaining to such work. JKC Stadium and PFI acknowledge and agree that all such approvals or inspections conducted or undertaken by the State or the County (including, without limitation, any failure to so act), relating to the design and construction of the NFL Stadium are performed solely for the benefit of the State or the County to assure the performance by JKC Stadium and PFI of their respective obligations under this Agreement and are not intended to be for the benefit of JKC Stadium, JKCI, PFI or any other Person.'

(b) JKC Stadium shall construct the NFL Stadium on the Wilson Farm Stadium Property at its sole cost and expense in accordance with the terms and conditions of this Agreement. The NFL Stadium shall have a seating capacity of approximately 78,600 persons and shall be designed as a first class, "state of the art" stadium for the playing of NFL games. JKC Stadium shall diligently and in good faith pursue the planning, design, engineering, permitting and construction in the NFL Stadium, utilizing its best efforts to complete the construction of the NFL Stadium by September 1, 1997 and cause PFI to commence its occupancy and use of the NFL Stadium for Home Games by such date. Prior to the Agreement Date, JKC Stadium submitted to the State and to the County for pre-submission review a detailed site plan for the Wilson Farm Stadium Property, detailed plans for the design of the NFL Stadium, and detailed plans for construction staging and storm water management for the Wilson Farm Stadium Property. All approvals with respect to the NFL Stadium shall be as provided in CB-53-1995. In accordance with CB-53-1995, JKC Stadium agrees that no NFL Stadium Event shall be conducted at the NFL Stadium until all On-Site Infrastructure and Off-Site Infrastructure shall be completed as provided in CB-53-1995.

4.3 Conditions Concerning Construction of NFL Stadium. JKC Stadium shall cause all contractors who perform work on the construction of the NFL Stadium to comply with all applicable Laws, including the provision of any required performance and payment bonds. The terms, conditions and beneficiaries of such bonds shall be in accordance with applicable Laws.

4.4 Operation and Use of NFL Stadium. JKC Stadium and PFI hereby agree that the Washington Redskins NFL Football Team shall play all of its Home Games occurring during the NFL Stadium Use Covenant Period at the NFL Stadium. JKC Stadium shall own, operate and maintain the NFL Stadium in compliance with all applicable Laws and in a first-class manner. Such operation of the NFL Stadium shall include, without limitation, the maintenance





of all parking lots located on the Wilson Farm Stadium Property in a paved, high quality condition, free of potholes. The NFL Stadium may be used for any lawful purpose; provided, however, that except as set forth hereafter, under no circumstances shall the NFL Stadium be used for professional sporting events (other than Home Games) on more than twenty-five (25) days per calendar year. Such limitation may be removed or made less restrictive, from time to time, by action of the County. The County's decision shall be based only on a consideration of the impact such additional events may have on the transportation and infrastructure system of the neighborhood in which the NFL Stadium is located and the County, and other potential adverse impacts of such games on both the neighborhood in which the NFL Stadium is located and the County. The County agrees that the determinations of the Coordinating Group, established under Zoning Ordinance No. 5-1996 (or any successor or similar group that replaces that group) shall be a primary factor in its evaluation, and all Parties agree that any request for (or implementation of) a change to this limitation shall not reopen other provisions of this Agreement.

4.5 NFL Stadium Lease. Not later than thirty (30) days after the Agreement Date, JKC Stadium, as landlord, and PFI, as tenant, shall enter into the NFL Stadium Lease. The NFL Stadium Lease shall (i) provide for a term covering the entire NFL Stadium Use Covenant Period, (ii) require PFI to cause the Washington Redskins NFL Football Team to play all of its Home Games occurring during the NFL Stadium Use Covenant Period at the NFL Stadium, (iii) provide that under no circumstances may the NFL Stadium Lease be terminated, cancelled or rescinded prior to the expiration of the NFL Operating Use Covenant Period without the prior written consent of the County and the State, which may be withheld in their respective sole and absolute discretion, (iv) provide that except for a Permitted Transfer (as hereinafter defined) no party to the NFL Stadium Lease shall assign or otherwise transfer any of its right, title or interest in, to or under the NFL Stadium Lease, (v) provide that any assignment or other transfer of any right, title or interest of any party in, to or under the NFL Stadium Lease other than a Permitted Transfer shall be void, (vi) provide that the County and the State are third party beneficiaries with respect to the NFL Stadium Lease (provided, however, that the third party beneficiary provision shall not be deemed to impose upon the State or the County any obligation to enforce or otherwise satisfy any obligation of any party to the NFL Stadium Lease), and (vii) provide that the provisions of (i) through (vi) of this Section 4.5, as set forth in the NFL Stadium Lease, may not be modified without the prior written consent of the County and the State, which consent may be withheld in their respective sole and absolute discretion.

All of the foregoing provisions required to be incorporated into the NFL Stadium Lease are incorporated into this Agreement as if fully and separately set forth in this Section 4.5 as requirements, limitations and prohibitions relative to the NFL Stadium, the NFL Stadium Lease, the Franchise Agreement and this Agreement. Without limiting the generality of the foregoing, (a) at no time prior to the expiration of the NFL Stadium Use Covenant Period shall JKC Stadium or PFI terminate, cancel or rescind, or seek the termination, cancellation or rescission of, the NFL Stadium Lease without first obtaining the written consent thereto of the State and the County, which consent may be withheld in their respective sole and absolute discretion, (b)





any amendment, modification, termination, cancellation, rescission, assignment or other transfer of interest of the NFL Stadium Lease made in contravention of the terms and conditions of this Agreement shall be void and of no force or effect, and (c) the State and the County are third party beneficiaries of the NFL Stadium Lease, each of them having the right to enforce the obligations of the parties thereunder (provided, however, that nothing set forth in the preceding provisions of this sentence shall be deemed to impose upon the State or the County the obligation to enforce or otherwise satisfy any obligations of any party to NFL Stadium Lease). Not later than thirty (30) days after the Agreement Date, JKC Stadium and PFI shall provide the County and the State with a legal opinion from Piper & Marbury L.L.P., in the form of Exhibit R as appropriately modified to opine to the NFL Stadium Lease and individually to each provision required to be contained in the NFL Stadium Lease in accordance with the foregoing terms of this Section 4.5.

With respect to landlord's interest under the NFL Stadium Lease, an assignment or other transfer of landlord's interest in, to and under the NFL Stadium Lease shall only be deemed a "Permitted Transfer" if all of the following are satisfied: (1) the assignor or transferor shall have delivered at least ninety (90) days' prior written notice to the County and the State of the subject assignment or transfer, which written notice shall identify the assignee or transferee, (2) the subject assignment or other transfer shall be of the entire right, title and interest of the assignor or transferor in, to and under the NFL Stadium Lease, and shall be made concurrently with an assignment or other transfer of the entire right, title and interest of the assignor or transferor in, to and under the NFL Stadium and the Wilson Farm Stadium Property and all other improvements thereon, it being the intent that the landlord's interest under the NFL Stadium Lease only be assigned to or otherwise transferred to the owner of fee simple title to the Wilson Farm Stadium Property and all improvements thereon, (3) the assignee or transferee shall have accepted the subject assignment or other transfer, and unconditionally assumed all of the obligations of the assignor or transferor under the NFL Stadium Lease and this Agreement and unconditionally agreed to be bound by all of the terms and conditions contained in the NFL Stadium Lease and in this Agreement, (4) the assignee or other transferee shall have adopted and implemented with respect to itself the voting trust mechanism and requirements set forth in Section 4.11 of this Agreement, (5) the written agreement pursuant to which the subject assignment or transfer is made and accepted shall provide that the County and the State are third party beneficiaries thereof (provided, however, that nothing set forth in the preceding provision of this sentence shall be deemed to impose upon the State or the County the obligation to enforce or otherwise satisfy any obligation of any party under such written agreement or under the NFL Stadium Lease), and (6) the assignor or transferor shall have delivered to the County and the State for reliance by them, not later than thirty (30) days prior to the effective date of the subject assignment or other transfer, a legal opinion in form and substance, and issued by a law firm, satisfactory to the County and the State with respect to (i) the conformance of the subject assignment or other transfer transaction to the terms hereof, and (ii) the assignee or transferee. Such opinion shall, without limitation, specifically opine that the provisions required to be contained in the NFL Stadium Lease under this Section 4.5 are contained in the transaction documents for the subject assignment or other transfer.





With respect to tenant's interest under the NFL Stadium Lease, an assignment or other transfer of tenant's interest in, to and under the NFL Stadium Lease shall only be deemed a "Permitted Transfer" if all of the following are satisfied: (1) the assignor or transferee shall have delivered at least ninety (90) days' prior written notice to the County and the State of the subject assignment or transfer, which written notice shall identify the assignee or transferee, (2) the subject assignment or other transfer shall be of the entire right, title and interest of the assignor or transferor in, to and under the NFL Stadium Lease, and shall be made concurrently with an assignment or other transfer of the entire right, title and interest of the assignor or transferor in and to the Washington Redskins NFL Football Team and the Franchise Agreement, it being the intent that the tenant's interest under the NFL Stadium Lease only be assigned to or otherwise transferred to the owner of Washington Redskins NFL Football Team and franchisee's interest under the Franchise Agreement, (3) the assignee or transferee shall have accepted the subject assignment or other transfer, and unconditionally assumed all of the obligations of the assignor or transferor under the NFL Stadium Lease, the Franchise Agreement and this Agreement, and unconditionally agreed to be bound by all of the terms and conditions contained in the NFL Stadium Lease, in the Franchise Agreement and in this Agreement, (4) the assignee or other transferee shall have adopted and implemented with respect to itself the voting trust mechanism and requirements set forth in Section 4.11 of this Agreement, (5) the written agreement pursuant to which the subject assignment or transfer is made and accepted shall provide that the County and the State are third party beneficiaries thereof (provided, however, that nothing set forth in the preceding provision of this sentence shall be deemed to impose upon the State or the County the obligation to enforce or otherwise satisfy any obligation of any party under such written agreement or under the NFL Stadium Lease), and (6) the assignor or transferor shall have delivered to the County and the State for reliance by them, not later than thirty (30) days prior to the effective date of the subject assignment or other transfer, a legal opinion in form and substance, and issued by a law firm, satisfactory to the County and the State with respect to (i) the conformance of the subject assignment or other transfer transaction to the terms hereof, and (ii) the assignee or transferee. Such opinion shall, without limitation, specifically opine that the provisions required to be contained in the NFL Stadium Lease under this Section 4.5 are contained in the transaction documents for the subject assignment or other transfer.

4.6 Franchise Agreement. At all times prior to the expiration of the NFL Stadium Use Covenant Period, PFI shall: (a) keep and maintain the Franchise Agreement in full force and effect; (b) take all actions necessary to be and remain a franchisee in good standing under the Franchise Agreement and all applicable policies and procedures of the NFL; and (c) perform fully and on a timely basis in all respects all of its obligations to the NFL and otherwise under and with respect to the Franchise Agreement. At no time prior to the expiration of the NFL Stadium Use Covenant Period shall PFI terminate, cancel or rescind, or seek the termination, cancellation or rescission of, the Franchise Agreement or any of its rights thereunder without first obtaining the prior written consent thereto of the State and the County, which consent may be withheld in their respective sole and absolute discretion. Other than a Permitted Transfer (as hereafter defined), PFI shall not assign all or any of its rights under the Franchise Agreement





to any Person prior to the expiration of the NFL Stadium Use Covenant Period without first obtaining the written consent thereto of the State and the County, which consent may be withheld in their respective sole and absolute discretion. Any termination, cancellation, rescission or assignment of the Franchise Agreement by PFI made in contravention of the terms and conditions of this Agreement shall be void and of no force or effect. On or before the Closing Date, PFI shall obtain and provide to the State and the County true and complete copies, in form and substance satisfactory in all respects to the State and the County, of a certificate from the NFL acknowledging that (i) PFI is the owner of the Washington Redskins NFL Football Team franchise pursuant to the Franchise Agreement, (ii) PFI, as franchisee, is in good standing with the NFL and is not in default with respect to any of its obligations under the Franchise Agreement, and (iii) the Washington Redskins NFL Football Team is authorized to play its Home Games at the NFL Stadium.

With respect to franchisee's interest under the Franchise Agreement, an assignment or other transfer of franchisee's interest in, to and under the Franchise Agreement shall only be deemed a "Permitted Transfer" if all of the following are satisfied: (1) the assignor or transferor shall have delivered at least ninety (90) days' prior written notice to the County and the State of the subject assignment or transfer, which written notice shall identify the assignee or transferee, (2) the subject assignment or other transfer shall be of the entire right, title and interest of the assignor or transferor in, to and under the Franchise Agreement, and shall be made concurrently with an assignment or other transfer of the entire right, title and interest of the assignor or transferor in and to the Washington Redskins NFL Football Team and the NFL Stadium Lease, it being the intent that the franchisee's interest under the Franchise Agreement only be assigned to or otherwise transferred to the owner of the Washington Redskins NFL Football Team and the tenant's interest in the NFL Stadium Lease, (3) the assignee or transferee shall have accepted the subject assignment or other transfer, and unconditionally assumed all of the obligations of the assignor or transferor under the Franchise Agreement, the NFL Stadium Lease and this Agreement, and unconditionally agreed to be bound by all of the terms and conditions contained in the Franchise Agreement, in the NFL Stadium Lease and in this Agreement, (4) the assignee or other transferee shall have adopted and implemented with respect to itself the voting trust mechanism and requirements set forth in Section 4.11 of this Agreement, (5) the written agreement pursuant to which the subject assignment or transfer is made and accepted shall provide that the County and the State are third party beneficiaries thereof (provided, however, that nothing set forth in the preceding provision of this sentence shall be deemed to impose upon the State or the County the obligation to enforce or otherwise satisfy any obligation of any party under such written agreement or under the Franchise Agreement), and (6) the assignor or transferor shall have delivered to the County and the State for reliance by them, not later than thirty (30) days prior to the effective date of the subject assignment or other transfer, a legal opinion in form and substance, and issued by a law firm, satisfactory to the County and the State with respect to the conformance of the subject assignment or other transfer transaction to the terms hereof and the assignee or transferee.





4.7 Relocation Transaction. At no time prior to the expiration of the NFL Stadium Use Covenant Period shall JKC Stadium, JKCI or PFI take any action, or fail to take any action, causing or resulting in, directly or indirectly, the occurrence of a Relocation Transaction. The terms and conditions of this Section 4.7 shall be embodied in the NFL Stadium Lease.

4.8 Provision of Financial Security By JKC Stadium. Within thirty (30) days after the enactment by the General Assembly of the State of a budget bill authorizing the funds for the On-Site Infrastructure Fund and the Off-Site Infrastructure Fund, but in all events prior to the Closing Date, JKC Stadium shall provide to the State an irrevocable letter of credit in the amount of Five Million Dollars (\$5,000,000.00), in the form attached hereto and made a part hereof as Exhibit K, issued by a federally insured commercial bank in the State of Maryland that is acceptable to the State and on which the State is named as the sole beneficiary. Any letter of credit submitted as the State Letter of Credit shall have a term not less than one (1) year. If the term of any letter of credit submitted as the State Letter of Credit shall expire prior to the time that the State shall be required to release the State Letter of Credit in accordance with the provisions of this Section 4.8, JKC Stadium shall provide to the State, not later than thirty (30) days prior to the expiration of the previously submitted State Letter of Credit, a successor letter of credit meeting the requirements of this Section 4.8 as the State Letter of Credit. The State Letter of Credit shall be for purposes of reimbursing the State for costs incurred under this Agreement. The State may draw upon the State Letter of Credit in the event that the State is entitled to recover its costs and expenses under the terms of Section 13.2 of this Agreement. The State Letter of Credit shall be returned to JKC Stadium at such time as the following condition (the "Condition") is satisfied: JKC Stadium has incurred and documented expenses for hard foundation costs equal to at least Three Million Dollars (\$3,000,000.00). In the event that JKC Stadium's failure to comply with the Condition is due to acts or failures to act on the part of the State in violation of the terms of this Agreement, the time by which the State Letter of Credit is to be presented shall be extended for a period equal to the delay caused by such act or failure to act.

4.9 Insurance. Prior to the commencement of any work on the Wilson Farm Stadium Property in connection with the construction of improvements thereon and continuing through the issuance by the County of the use and occupancy permit for the NFL Stadium, JKC Stadium shall obtain and maintain those insurance coverages identified in Exhibit L attached hereto. Beginning on the date upon which a use and occupancy permit is issued by the County for the NFL Stadium, JKC Stadium or PFI shall obtain and thereafter maintain those insurance coverages described in Exhibit M attached hereto. Each of the insurance policies required to be obtained by JKC Stadium and/or PFI in accordance with the foregoing shall: (a) name the Commission as an additional insured through the Closing Date; (b) be issued by an insurance company having a rating of not less than A-X in *Best's Insurance Guide* and licensed to do business in the State of Maryland; (c) be primary insurance as to all claims thereunder and provide that any insurance carried by the Commission is excess and is non-contributing with respect to the subject insurance policy; and (d) provide that the subject insurance policy shall not be cancelled or coverage changed in a manner inconsistent with the requirements of this





Section 4.9 unless thirty (30) days' prior written notice shall have been given to the State, the County and the Commission. The deductibles maintained by JKC Stadium under the insurance policies required to be obtained by it in accordance with the foregoing shall not exceed the deductibles customarily maintained under corresponding insurance policies maintained by the operators of those stadia similar to the NFL Stadium or otherwise reasonably prudent. JKC Stadium shall provide certificates of insurance evidencing the effectiveness of all such insurance coverages to the State, the County and the Commission from time to time and upon request by the State, the County or the Commission.

4.10 Andrews Air Force Base. The projected site of the NFL Stadium is located within the direct flight path of the primary instrument runway of Andrews Air Force Base. As a result, based upon weather conditions, the prevailing wind direction and other considerations, aircraft (including, without limitation, jet fighter aircraft) may overfly the NFL Stadium at relatively low altitudes during NFL Stadium Events and under some circumstances, as frequently as every few minutes. JKC Stadium and PFI hereby acknowledge that such overflights may prove to be annoyances to individuals attending NFL Stadium Events and/or to television viewers of NFL Stadium Events. JKC Stadium and PFI agree not to request, or to ask a third party to request, permanent or temporary restrictions upon, or any rerouting of, the flight operations of Andrews Air Force Base to address concerns about fan or viewer enjoyment of NFL Stadium Events. It is hereby agreed that Andrews Air Force Base is a third party beneficiary of this Section, and shall have the right to enforce the agreements of JKC Stadium and PFI contained in this Section 4.10.

4.11 Voting Trust. As additional inducement and security for the obligations and covenants in this Agreement, within thirty (30) days after the Agreement Date, (a) JKC Stadium and PFI shall modify their articles of incorporation and other organizational documents as appropriate, and (b) a voting trust shall be established, both consistent with the outline described on Exhibit S.

## ARTICLE 5 - COVENANTS AND AGREEMENTS CONCERNING ON-SITE INFRASTRUCTURE AND OFF-SITE INFRASTRUCTURE

### 5.1 On-Site Infrastructure.

(a) JKC Stadium shall cause the construction of the On-Site Infrastructure at its sole cost and expense, provided that the County shall reimburse JKC Stadium for a portion of the costs and expenses incurred by JKC Stadium in connection with the On-Site Infrastructure in accordance with Section 5.1(c) below. JKC Stadium shall construct the On-Site Infrastructure in accordance with all plans approved by the State and the County for the same and in compliance with all applicable Laws, including without limitation, all County standards and specifications relative thereto. JKC Stadium agrees to use its best efforts to expedite the design, engineering, permitting and construction of the On-Site Infrastructure and to complete construction of the same prior to September 1, 1997. To facilitate the completion of





construction of the On-Site Infrastructure by September 1, 1997, the State and the County hereby agree to use their best efforts to (i) expedite the grant of all approvals required of them, respectfully, under this Agreement or by Law with respect to the On-Site Infrastructure, and (ii) expedite the issuance of all permits required from them respectfully for the On-Site Infrastructure. The County shall be responsible for inspecting the construction of the On-Site Infrastructure, at its sole cost and expense. The County shall have no obligation or duty with respect to the On-Site Infrastructure other than (i) to inspect construction of the same and to issue approvals and permits in accordance with the foregoing terms of this Section 5.1(a), (ii) to reimburse JKC Stadium for costs and expenses incurred by JKC Stadium in connection with the On-Site Infrastructure in accordance with Subsection 5.1(c) below, and (iii) to maintain all public roadways comprising the On-Site Infrastructure following its acceptance of same in accordance with the provisions of this Section 5.1(a) below. On the later to occur of (i) the date of issuance of a use and occupancy permit for the NFL Stadium, and (ii) the date upon which JKC Stadium shall have completed construction of all public roadways comprising the On-Site Infrastructure in accordance with all plans approved by the County for the same and in compliance with all applicable Laws, JKC Stadium shall dedicate all public roadways comprising the On-Site Infrastructure to public use, without charge, to the County, and the County shall accept the same and thereupon become responsible for maintenance of such roadways. The County shall have no obligation to accept the public roadways comprising the On-Site Infrastructure prior to the later of the above-referenced dates. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, other than with respect to (A) inspection of the construction of the On-Site Infrastructure, (B) reimbursement of JKC Stadium for costs incurred in connection with the On-Site Infrastructure in accordance with Section 5.1(c) below; and (C) the maintenance of roadways comprising the On-Site Infrastructure following the County's acceptance of the same for public use, under no circumstances shall the County be responsible for the payment or reimbursement of any costs or expenses whatsoever relative to the On-Site Infrastructure.

(b) The State shall grant the State On-Site Infrastructure Fund to the County in one or more lump sum payments for the purpose of paying for costs and expenses to be incurred by JKC Stadium and the County in connection with public roadways and parking areas comprising the On-Site Infrastructure. On or before August 1, 1996, the State shall pay to the County at least Twenty Million Dollars (\$20,000,000.00) of the State On-Site Infrastructure Fund. Not later than that date occurring sixty (60) days after the Agreement Date, the State and the County shall enter into an agreement which shall set forth the terms upon which the State shall grant the State On-Site Infrastructure Fund to the County. The State shall not be responsible for any costs and expenses incurred for On-Site Infrastructure other than payment of the State On-Site Infrastructure Fund to the County and the transfers described in Section 5.6 below, if any.

(c) (i) A portion of the costs and expenses incurred by JKC Stadium in connection with the construction of public roadways and parking areas comprising the On-Site Infrastructure shall be reimbursed to it by the County in accordance with this Section 5.1(c)(i). Each request for reimbursement by JKC Stadium for such costs shall be submitted to the County,





on a requisition form satisfactory in all respects to the County, together with invoices or other reasonable evidence of the subject costs and expenses. JKCI shall simultaneously deliver a copy of each such reimbursement request and other information to the State. Within thirty (30) days after the County's receipt of a reimbursement request together with invoices or other reasonable evidence of costs and expenses incurred by JKC Stadium in connection with the construction of public roadways and parking areas comprising the On-Site Infrastructure, the County shall pay to JKC Stadium ninety percent (90%) of the subject costs and expenses which are approved by the County. The remaining ten percent (10%) of the subject costs and expenses which are approved by the County shall be paid by the County to JKC Stadium within thirty (30) days after completion of construction of the On-Site Infrastructure. Notwithstanding the foregoing, the total amount of all costs and expenses reimbursable by the County to JKC Stadium pursuant to this Section 5.1(c)(i) with respect to the construction of public roadways and parking areas comprising the On-Site Infrastructure shall not exceed an amount equal to the State On-Site Infrastructure Fund. Pursuant to Section 5.5 below, the County shall be reimbursed for all costs and expenses incurred by the County in connection with the administration of payments in accordance with this Section 5.1(c)(i). Notwithstanding anything to the contrary set forth in this Agreement, (1) the obligations of the County to reimburse JKC Stadium in accordance with this Section 5.1(c)(i) is subject to the execution of a grant agreement by the State and the County with respect to the State On-Site Infrastructure Fund in accordance with Section 5.1(b) above, and (2) under no circumstances shall the County be obligated to reimburse JKC Stadium in accordance with the foregoing terms of this Section 5.1(c)(i) prior to that date occurring thirty (30) days after the County's receipt of a corresponding payment with respect to the same from the State of a portion of the State On-Site Infrastructure Fund.

(ii) At least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) of the costs and expenses incurred by JKC Stadium in connection with the construction of water lines, sewer lines and other items comprising the On-Site Infrastructure which are ineligible for financing from the Transportation Trust Fund shall not be reimbursed under Section 5.1(c)(i) above, and shall be paid by JKC Stadium at its sole expense.

## 5.2 Off-Site Infrastructure.

(a) The State shall be responsible, at its sole cost and expense, for project management and construction of the State Constructed Off-Site Infrastructure, provided that the State may, if permitted by applicable Laws, transfer responsibility and risks relating to cost overruns and delays with respect to the State Constructed Off-Site Infrastructure to any Party hereunder which assumes such responsibility under the terms of an agreement or a grant agreement between the State and such Party. The County shall be responsible for project management and construction of the County Constructed Off-Site Infrastructure. Construction of the State Constructed Off-Site Infrastructure shall be performed in accordance with all plans approved by the State for the same and in accordance with all applicable Laws. Construction of the County Constructed Off-Site Infrastructure shall be performed in accordance with all plans approved by the County for the same and in accordance with all applicable Laws. As used in





this Subsection 5.2(a), "project management" means planning, engineering, securing all permits and approvals required under applicable Laws, utility relocations, right-of-way acquisition, construction contracting, inspection and materials testing. As used in this Subsection 5.2(a), "construction" means physical construction including landscaping, signage, lighting, signaling and environmental mitigation as required. The State and the County hereby agree to use their best efforts to cause completion of construction, in accordance with the foregoing, of the Off-Site Infrastructure for which they are respectively responsible prior to September 1, 1997. The State shall diligently cooperate with the County to issue access and other permits, and with respect to all other matters relative to the County's responsibility for project management and construction of those Off-Site Infrastructure improvements which are State roadways or associated with State roadways as described in Exhibit B attached hereto. The State shall provide the County with any assistance requested by the County and permitted by Laws with respect to the acquisitions of rights-of-way necessary for the construction of the County Constructed Off-Site Infrastructure. Following completion of construction of the same, the State shall be responsible for the maintenance of those Off-Site Infrastructure improvements which are State roadways or associated with State roadways and the County shall be responsible for the maintenance of those Off-Site Infrastructure improvements which are County roadways or associated with County roadways. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of the County to construct the County Constructed Off-Site Infrastructure is subject to the State's payment of the State Off-Site Grant to the County in accordance with Section 5.2(c) of this Agreement.

(b) The State acknowledges that the completion of the State Constructed Off-Site Infrastructure is a condition precedent to the issuance of a use and occupancy permit for the NFL Stadium. Accordingly, the State agrees to use its best efforts to complete construction of the same by September 1, 1997. Neither the County nor JKC Stadium shall be responsible for any costs required to complete the State Constructed Off-Site Infrastructure unless an agreement of the type described in the first sentence of Section 5.2(a) above is entered into between the State and another Party.

(c) On or prior to August 1, 1996, the State shall grant and pay the State Off-Site Grant to the County in a lump sum payment for the purpose of paying for the costs and expenses incurred by the County in connection with the County Constructed Off-Site Infrastructure. Not later than that date occurring sixty (60) days after the Agreement Date, the State and the County shall enter into an agreement which shall set forth the terms upon which the State shall grant the State Off-Site Grant to the County. The State and the County agree to use their diligent efforts commencing on the Agreement Date and continuing thereafter to negotiate and execute such grant agreement. JKC Stadium shall pay for all costs and expenses incurred in connection with the County Constructed Off-Site Infrastructure in accordance with the developer participation agreement between the County and JKC Stadium referenced in Section 5.2(d) below, provided that the costs and expenses incurred by the County in connection with the administration of payments in accordance with Section 5.2(d) below shall be reimbursed to the County pursuant to the terms of Section 5.5 below. Notwithstanding anything to the





contrary set forth in this Agreement, the County shall not be responsible to pay or incur any costs or expenses in connection with the County Constructed Off-Site Infrastructure other than disbursement of the State Off-Site Grant in accordance with this Section 5.2 and Section 5.5 below and disbursements, if any, in accordance with Sections 5.5 and 5.6 below. As a contribution to the public road construction provided for under this Agreement, the County shall pay to the State the amounts set forth in this Section below from distributions otherwise payable to the County of highway user revenues under Section 8-403 of the Transportation Article of the Annotated Code of Maryland (1993 Repl. Vol., 1995 Supp., as amended). Such payment by the County to the State shall occur in the form of the County's authorization of the State to withhold from distributions of the highway user revenues otherwise payable to the County annually during that portion of the NFL Stadium Use Covenant Period commencing on the date of the first (1st) Home Game played at the NFL Stadium, in an amount equal to One Million Dollars (\$1,000,000.00); provided, however, in no event shall the sum of such payments exceed that amount necessary to amortize that portion of the State Off-Site Grant paid by the State to the County in accordance with the terms of Section 5.2(c) and used or disbursed in accordance with the terms of this Article 5, assuming an interest rate equal to that rate of interest which would be payable on general obligation bonds issued by the State on the Closing Date. .

(d) The County shall delegate to JKC Stadium the project management and construction functions contemplated by this Agreement for the County Constructed Off-Site Infrastructure, pursuant to a developer participation agreement executed by the County and JKC Stadium with respect to the same, and through which agreement the County shall reimburse JKC Stadium for costs and expenses incurred by JKC Stadium in connection with such construction. In accordance with the subject agreement between the County and JKC Stadium, the County shall reimburse ninety percent (90%) of such costs and expenses incurred by JKC Stadium and approved by the County from time to time within thirty (30) days after delivery by JKC Stadium to the County of JKC Stadium's request for reimbursement, on a requisition form satisfactory in all respects to the County, together with invoices or other reasonable evidence of such costs and expenses. The County shall pay to JKC Stadium the remaining ten percent (10%) of such costs and expenses within thirty (30) days after the completion of the County Constructed Off-Site Infrastructure which JKC Stadium is obligated to construct in accordance with its subject agreement with the County. Notwithstanding the foregoing, under no circumstances shall the County be obligated to reimburse JKC Stadium in accordance with the foregoing terms of this Section 5.1(d) prior to that date occurring thirty (30) days after the County's receipt of a corresponding payment from the State with respect to the same. JKC Stadium and the County shall, within thirty (30) days after the Agreement Date, negotiate in good faith the above-referenced developer participation agreement, which agreement shall be upon terms customary for the provision of the subject services, including compensation, provided that the payment to JKC Stadium under any such agreement shall be made in accordance with the foregoing terms of this Section 5.2(d). At the County's election, such agreement between JKC Stadium and the County shall be fully negotiated and executed prior to the Closing. In the event the County so elects, the execution of such developer participation agreement shall be a condition precedent to Closing.





5.3 Access to Records, Work Sites and Progress Meetings. The State, County and JKC Stadium shall each have the right to audit all records of the Parties relative to costs and expenses incurred in connection with the On-Site Infrastructure and the Off-Site Infrastructure. Further, each Party hereby agrees to provide to the other Parties full access to all its records relative to the project management and construction of the On-Site Infrastructure and the Off-Site Infrastructure. Each Party agrees to make its above-referenced records available during normal business hours, upon receipt of at least two (2) business days prior written notice, for inspection by all other Parties requesting same. Any such audit or other review shall be conducted at the sole cost and expense of the Party conducting the same. State representatives shall monitor all construction activities relative to the On-Site Infrastructure and the Off-Site Infrastructure, and shall be afforded full access to all work sites for the same and be invited to attend all progress meetings and inspection tours with respect to the same. In the event an audit by the State indicates that any grant monies were spent in a manner inconsistent with the grant agreement or the amount spent is less than the lump sum grant payment, the County shall, within thirty (30) days of being notified by the State, refund any such amounts to the State. If the County spends less than the amount of the lump sum grant, the reimbursement provided for in Section 5.2(c) shall be adjusted on a pro rata basis.

5.4 Approval of Contracts and Provision of Surety Bonds. All contracts and other agreements entered into by JKC Stadium with respect to the On-Site Infrastructure and the Off-Site Infrastructure shall be subject to the prior written approval of the County and the State. However, the prior sentence shall (a) only apply to the extent required under applicable Laws, and (b) require both the State and the County to use their best efforts to review each submitted contract promptly, consistent with the commitment of all Parties under this Agreement to perform in accordance with the schedules and deadlines set forth herein. Neither the County nor the State shall have any obligation under this Article 5 or otherwise to reimburse JKC Stadium for costs or expenses incurred by it in connection with the On-Site Infrastructure or the Off-Site Infrastructure pursuant to any contract or other agreement which was not previously approved by the County and the State. Prior to commencement of construction of the On-Site Infrastructure or those portions of the Off-Site Infrastructure with respect to which the State or the County has contracted with JKC Stadium to construct, respectively, JKC Stadium shall provide to the State and the County payment and performance surety bonds, in forms satisfactory to the State and the County, naming the State and the County as obligees and in amounts equal to one hundred twenty-five percent (125%) of the stipulated sums set forth in JKC Stadium's contracts for construction of the same.

5.5 Interest on Funds/Administrative Expenses. Provided that the County receives the entire amount of the State Off-Site Grant from the State on or before August 1, 1996 and the County receives payment of at least Twenty Million Dollars (\$20,000,000.00) of the State On-Site Infrastructure Fund from the State on or before August 1, 1996, all costs and expenses incurred by the County in connection with the administration of disbursements of the State Off-Site Grant and the State On-Site Infrastructure Fund shall be payable from the interest earnings on the monies held by the County which comprise the State Off-Site Grant and the State On-Site





Infrastructure Fund. In the event the County does not timely receive payment of the above-referenced amounts in accordance with the foregoing, all costs and expenses incurred by the County in connection with the administration of disbursements of the State Off-Site Grant and the State On-Site Infrastructure Fund shall be payable from the State Off-Site Grant and the State On-Site Infrastructure Fund. Any interest earnings on amounts of the State Off-Site Grant and the State On-Site Infrastructure Fund which are not used by the County for the payment of costs and expenses incurred by it in connection with the administration of disbursements of the State Off-Site Grant and the State On-Site Infrastructure Fund shall be made available to fund costs incurred by JKC Stadium in connection with the On-Site Infrastructure subject to and in accordance with the terms of Section 5.1(c)(i) above and for costs and expenses incurred by JKC Stadium in connection with the County Constructed Off-Site Infrastructure subject to and in accordance with the terms of Section 5.2(d) above.

5.6 State Funding Limitations. The sum of the State Off-Site Grant, the State Constructed Off-Site Infrastructure Fund and the State On-Site Infrastructure Fund shall be Seventy Million Five Hundred Thousand Dollars (\$70,500,000.00) or such lesser amount of transportation related costs as are expended in connection with the On-Site Infrastructure and the Off-Site Infrastructure. The amount of the State On-Site Infrastructure Fund shall be established in the agreement between the County and the State referenced in Section 5.1(b) above and shall not be less than Twenty Million Dollars (\$20,000,000.00). The difference between Seventy Million Five Hundred Thousand Dollars (\$70,500,000.00) and the sum of the State On-Site Infrastructure Fund and the State Off-Site Grant shall be the amount of the State Constructed Off-Site Infrastructure Fund. The Parties agree that any portion of the State Constructed Off-Site Infrastructure Fund or the State Off-Site Grant which is not otherwise used or disbursed in accordance with the foregoing terms of this Article 5 shall be made available for use and disbursement with respect to the On-Site Infrastructure as if such portion was originally included in the State On-Site Infrastructure Fund. Similarly, the Parties agree that any portion of the State On-Site Infrastructure Fund which is not otherwise used or disbursed in accordance with the foregoing terms of this Article 5 shall be made available for use and disbursement with respect to the County Constructed Off-Site Infrastructure and the State Constructed Off-Site Infrastructure as if such portion was originally included in the State Off-Site Grant and the State Constructed Off-Site Infrastructure Fund. The agreements between the State and the County referenced in Sections 5.1(b) and 5.2(c) above shall provide for use of the funds granted thereunder in accordance with the terms of this Section 5.6 and consistent with applicable budget bills enacted by the State.

## ARTICLE 6 - COVENANTS AND AGREEMENTS CONCERNING CORPORATE MATTERS AND USE OF NFL STADIUM

6.1 Unique Nature of Agreement. The Parties hereby acknowledge and agree that the playing of the Washington Redskins NFL Football Team in the NFL Stadium constitutes a unique benefit to the State, the County and the citizens of the State and the County, and that the State, the County and the Commission have agreed to make substantial contributions of public





resources in order to obtain for the State, the County and the citizens of the State and the County, the benefits of the NFL Stadium and the playing by the Washington Redskins NFL Football Team at the NFL Stadium of all of its Home Games during the NFL Stadium Use Covenant Period. JKC Stadium, JKCI and PFI hereby acknowledge and agree that the agreements of JKC Stadium, JKCI and PFI, as set forth in this Agreement, guaranteeing that the Washington Redskins NFL Football Team shall play at the NFL Stadium all of its Home Games during the NFL Stadium Use Covenant Period have been a material inducement for the State, the County and the Commission to enter into this Agreement and to commit, as provided in this Agreement, the substantial public resources that are herein described. The Parties agree that the unique nature of the performance of this Agreement justifies the exercise of equitable rights and remedies because monetary damages will not fully compensate the State, the County and the Commission for the loss of this unique resource. The Parties therefore agree that the State, the County and the Commission are entitled, at their option, to injunctive relief or other mandatory relief to require the Washington Redskins NFL Football Team to play all of its Home Games at the NFL Stadium during the NFL Stadium Use Covenant Period, including, without limitation, the rights and remedies set forth in this Article 6. JKC Stadium, JKCI and PFI expressly acknowledge and agree that none of the rights or remedies extended to the State, the County and the Commission pursuant to this Article 6 or elsewhere in this Agreement, or any of the actions required to be taken by JKC Stadium, JKCI or PFI in furtherance thereof, are unreasonable in light of the substantial contribution of public resources contemplated hereunder.

6.2 Remedies of Parties Other Than JKC Stadium, JKCI and PFI. JKC Stadium, JKCI and PFI hereby acknowledge and agree that the State, the County and the Commission shall each have the irrevocable and unconditional right, immediately upon the occurrence or impending occurrence of a Relocation Transaction, to immediate entry, without notice, by any court of competent jurisdiction of an order granting such Parties temporary, preliminary, interlocutory or permanent injunctive relief, specific performance, or any other appropriate remedies available to them, at law or in equity. JKC Stadium and PFI further acknowledge and agree that the Parties other than JKC Stadium, JKCI and PFI will suffer immediate, substantial and irreparable injury in the event of the occurrence or impending occurrence of a Relocation Transaction, that in such event the balance of equities and hardships which would be suffered as a result of the issuance of any order granting temporary, preliminary, interlocutory or permanent injunctive relief or specific performance favors the Parties other than JKC Stadium, JKCI and PFI, that the public interest favors the entry of such relief and that money damages alone will not adequately and wholly compensate such Parties for their injuries.

## ARTICLE 7 - MINORITY BUSINESS UTILIZATION AND LOCAL RESIDENT PARTICIPATION

7.1 Representations, Warranties and Agreements by JKC Stadium, JKCI and PFI. JKC Stadium, JKCI and PFI hereby represent, warrant and agree as follows:





(a) Each shall use its best efforts to cause thirty percent (30%) or more of the total costs incurred by it in connection with the planning, design and construction of the NFL Stadium and certain related infrastructure improvements to be incurred pursuant to contracts made between it and MBEs. In no event, however, shall less than twenty-five percent (25%) of the total costs incurred by it in connection with the planning, design and construction of the NFL Stadium and certain related infrastructure improvements be incurred pursuant to contracts made between it and MBEs. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, the requirements of this Section 7.1(a) shall not be applicable to the procurement and/or installation by JKC Stadium of any structural steel, elevators or escalators for the NFL Stadium.

(b) Each shall use its best efforts to cause thirty percent (30%) or more of the aggregate annual costs incurred by it in connection with the operation of the NFL Stadium to be incurred pursuant to contracts made between it and MBEs. In no event, however, shall less than twenty-five percent (25%) of the aggregate annual costs in connection with the operation of the NFL Stadium be incurred pursuant to contracts made between it and MBEs.

(c) Each shall use its best efforts to ensure that the Contractor and all Subcontractors shall use their best efforts to provide job opportunities associated with the planning, design and construction of the NFL Stadium and certain related infrastructure improvements to residents of the County.

(d) Each shall use its best efforts to cause at all times forty-nine percent (49%) or more of the persons employed by it, and by its agents and contractors (including, without limitation, the NFL Stadium Concessionaire), to be residents of the County. In no event, however, shall at any time less than thirty percent (30%) of the persons employed by it, or by any of its agents or contractors (including, without limitation, the NFL Stadium Concessionaire) in connection with the NFL Stadium and certain related infrastructure improvements, be residents of the County.

(e) Each shall use its best efforts to cause (i) forty-nine percent (49%) or more of the employees hired by the NFL Stadium Concessionaire and the subcontractors and agents of the NFL Stadium Concessionaire with respect to operations at the NFL Stadium to be residents of the County, and (ii) forty-nine percent (49%) or more of any franchises with respect to operations at the NFL Stadium that are awarded by the NFL Stadium Concessionaire to be awarded to MBEs. In no event, however, shall (A) less than thirty percent (30%) of the employees hired by the NFL Stadium Concessionaire or any agents or contractors of the NFL Stadium Concessionaire be residents of the County, and (B) less than thirty percent (30%) of the franchises awarded by the NFL Stadium Concessionaire or any of its agents or contractors with respect to the operation of the NFL Stadium be granted to MBEs.





(f) Each shall use its best efforts to ensure that at all times not less than thirty percent (30%) of any franchise opportunities that become available with respect to the operations of the NFL Stadium are granted to residents of the County and/or MBEs.

7.2 Agreements of State and County. The State shall comply with all State MBE Requirements with respect to its construction of the State Constructed Off-Site Infrastructure. The County shall comply with all County MBE Requirements with respect to its construction of the County Constructed Off-Site Infrastructure. In the event the County delegates to JKC Stadium all or any portion of the responsibility for construction of the County Constructed Off-Site Infrastructure, JKC Stadium shall comply in all respects with all County MBE Requirements with respect to the same. In the event the State shall directly reimburse JKC Stadium in accordance with this Agreement for any costs incurred by JKC Stadium in connection with the On-Site Infrastructure, JKC Stadium shall comply with all State MBE Requirements with respect to its construction of the subject components of the On-Site Infrastructure for which it is so reimbursed by the State. In the event the County shall directly reimburse JKC Stadium in accordance with this Agreement for any costs incurred by JKC Stadium in connection with the On-Site Infrastructure, JKC Stadium shall comply with all County MBE Requirements with respect to its construction of the subject components of the On-Site Infrastructure for which it is so reimbursed by the County. For purposes of the preceding sentence, the County shall be deemed to have reimbursed JKC Stadium notwithstanding the fact that the source of funds used by the County to reimburse JKC Stadium shall be funds received by the County from the State. For purposes of easing the administrative burden of complying with the foregoing requirements relative to the On-Site Infrastructure, the State, the County and JKC Stadium shall diligently cooperate with each other beginning on the Agreement Date and continuing thereafter to identify those components of the On-Site Infrastructure, the cost of which will be reimbursed by State funds and County funds, respectively, and such documents identifying such components shall be incorporated into the MBE comprehensive plan agreement described in Section 7.3 below prior to execution of the same.

7.3 Plan and Reporting. Not later than that date which is the earlier of (a) that date which is thirty (30) days after the Agreement Date, and (b) that date which is the date of initial entry, if any, by JKC Stadium onto the Wilson Farm Stadium Property pursuant to Section 3.9 of this Agreement, JKC Stadium, PFI and the County shall enter into an agreement setting forth a comprehensive plan pursuant to which JKC Stadium, PFI and the County shall effectuate the MBE and County resident employment provisions set forth in this Article. Within seven (7) days after the Agreement Date, JKC Stadium, JKCI and PFI shall provide the County with written notice of all contracts entered by them respectively prior to the Agreement Date with MBEs in connection with the NFL Stadium, the On-Site Infrastructure and the Off-Site Infrastructure, which notification shall set forth (i) the name of each MBE and its address, telephone number and individual contact, (ii) the amount of the subject contract, and (iii) a description of the scope of work covered by the subject contract.



## ARTICLE 8 - SPORTS COMPLEX

8.1 Sports Complex. The Wilson Farm Sports Complex Property shall remain titled in the name of the Commission and shall be used, developed and operated by the Commission as a community recreation complex. The Parties agree that the opening and operation of the Sports Complex is of paramount importance to the community in the vicinity of the NFL Stadium, and, in furtherance thereof, agree to cooperate in the manner described in this Article 8 to facilitate the construction, opening and operation of the Sports Complex. The Commission shall use reasonable efforts, subject to availability of funds, to complete the construction of the Sports Complex so that it will open for use by the public on or before July 1, 1997.

8.2 Operating Costs of Sports Complex. Except to the extent set forth in Section 8.4 of this Agreement, the Commission shall be responsible, at its sole cost and expense, for all costs of operation of the Sports Complex.

8.3 Costs of Construction of the Sports Complex. The Commission shall construct the Sports Complex on the Wilson Farm Sports Complex Property at its sole cost and expense, subject to the contributions to such costs of construction that are described in Sections 8.4 and 8.5 of this Agreement.

8.4 State Contribution to Costs of Sports Complex. On or before July 30, 1996, the State shall make a contribution to the Commission of \$5,000,000.00 to be used by the Commission for costs of acquisition, planning, designing, engineering and/or constructing the Sport Complex. Not later than the Closing Date, the State, at its sole expense, shall remove of record all restrictive covenants (or any restrictive covenant language contained in any deeds of record) recorded by or on behalf of the State or any agency of the State with respect to or in connection with the financing used by the Commission to purchase the Wilson Farm Property.

8.5 In-Kind Services of JKC Stadium. JKC Stadium, at its sole cost and expense, shall provide directly the following in-kind services relating to the construction of the Sports Complex:

(a) Rough grading of the Wilson Farm Sports Complex Property up to 150,000 cubic yards in the balanced cut-and fill operations to accommodate the conceptual Sports Complex site plan as provided by the Commission.

(b) Clearing and grubbing the Wilson Farm Sports Complex Property, including demolition and removal of all structures and debris.

(c) Stub access for hook-up to water and sewer lines as follows:





(i) Stub an eight inch (8") water line from the NFL Stadium water line to be located in the right-of-way of the Master Plan arterial roadway into the southwest corner of the Sports Complex as specified by the Commission; and

(ii) Install a holding tank and connection to the main sewer line at the northwest corner of the intersection of Ring Road and Brightseat Road to provide gravity flow from the tank to the twelve inch (12") Ring Road main.

(d) Finish the entrance to the Wilson Farm Sports Complex Property.

All services to be provided by JKC Stadium pursuant to Section 8.5 of this Agreement shall be performed in a good and workmanlike manner and such services shall be provided in accordance with a construction schedule subject to the reasonable approval of the Commission.

8.6 Name of Sports Complex: Commemorative Plaque. On or before the opening of the Sports Complex, the County and the Commission shall agree upon the official name of the Sports Complex. The County and the Commission agree that a commemorative sign or plaque shall be erected and maintained at the Sports Complex to provide proper recognition of the contributions made by the State, the Cooke family, and JKC Stadium in connection with the development of the Sports Complex.

8.7 Easement Agreements. Within thirty (30) days after the Commission delivers notice to JKC Stadium, JKC Stadium shall enter into such easement agreements with and for the benefit of the Commission as shall be reasonably requested by the Commission so as to grant to the Commission, and its agents, employees and contractors, easements for pedestrian and vehicular access and utilities across the Wilson Farm Stadium Property in order to facilitate the construction, operation and use of the Sports Complex. JKC Stadium hereby agrees to cause all such easement requested by the Commission to be evidenced in writing and recorded among the Land Records, at no cost to the Commission, promptly following JKC Stadium's receipt of the Commission's request.

8.8 Indemnification. Except in connection with and to the extent of the obligations of the State and JKC Stadium described in Sections 8.4 and 8.5 of this Agreement, and to the extent of its statutory limits of liability, the Commission shall indemnify and hold each of the State, the County, JKC Stadium and PFI harmless from and against any and all losses, liabilities, claims, costs and expenses that each of the State, the County, JKC Stadium or PFI may suffer or incur in connection with the negligent operation of the Sports Complex, except to the extent resulting from their respective negligence.

8.9 Approvals. The obligations of the State with respect to the contribution described in the first sentence of Section 8.4 shall be subject to the prior approval, if necessary, of the General Assembly of the State and the Board of Public Works of the State.





## ARTICLE 9 - IMPACT AREA CHARITABLE FOUNDATION

9.1 Formation of Foundation: Treatment of Contributions. The County shall cause the Foundation to be formed not later than thirty (30) days after the Agreement Date or as soon as possible thereafter. Promptly after formation of the Foundation, the County shall file all required applications with the Internal Revenue Service of the United States of America, seeking to have the Foundation designated as a tax exempt foundation under the provisions of Section 501(c)(3) of the Code. The name of the Foundation shall be agreed upon by the County and JKC Stadium within twenty (20) days after the Agreement Date.

9.2 Purposes of Foundation. The primary purposes for which the Foundation shall be formed shall be to: (a) provide scholarships and other educational benefits to students living in the NFL Stadium Impact Area, based upon criteria for such scholarships and benefits adopted by the Foundation; (b) award grants and provide funding to public elementary schools, public secondary schools, and charitable and non-profit organizations located in the NFL Stadium Impact Area; and (c) provide funding for the Sports Complex to make recreational opportunities available for residents of the NFL Stadium Impact Area. The Foundation shall be jointly administered by JKC Stadium and the County in accordance with operating agreements to be entered into by and among JKC Stadium, the County and the Commission not later than the Closing Date.

9.3 Contributions by JKC Stadium, JKCI and PFI. JKC Stadium, JKCI and PFI shall contribute to the Foundation the sum of Four Million Four Hundred Sixty Thousand Dollars (\$4,460,000.00), in accordance with the following schedule and to be used for the following purposes:

(a) Five Hundred Thousand Dollars (\$500,000.00) on or before that date which is seven (7) days after the Agreement Date which, in turn, shall be granted by the Foundation (within 14 days after its receipt of the same) to the Commission, to be applied by the Commission to costs of the planning, designing, engineering, constructing and/or equipping the Sports Complex;

(b) One Million Dollars (\$1,000,000.00) on or before January 1, 1997, which, in turn, shall be granted by the Foundation (within 14 days after its receipt of the same) to the Commission, to be applied by the Commission to costs of the planning, design, engineering, construction and/or equipping of the Sports Complex;

(c) Five Hundred Thousand Dollars (\$500,000.00) on or before January 1, 1998, which, in turn, shall be granted by the Foundation (within 14 days after its receipt of the same) to the Commission, to be applied by the Commission to the costs of the planning, designing, engineering, construction and/or equipping of the Sports Complex;



(d) Eight Hundred Twenty Thousand Dollars (\$820,000.00) on or before January 1, 1999, to be applied by the Foundation for scholarships and other educational benefits to be made available to students living in the NFL Stadium Impact Area and the awarding of grants to public elementary schools, public secondary schools, and non-profit and charitable organizations located in the NFL Stadium Impact Area;

(e) One Million Dollars (\$1,000,000.00) on or before January 1, 2000, which, in turn, shall be granted by the Foundation (within 14 days after its receipt of the same) to the Commission, to be applied by the Commission to costs of construction, maintenance, operation and management of the Sports Complex;

(f) Two Hundred Fifty Thousand Dollars (\$250,000.00) on or before January 1, 2001, to be applied by the Foundation for scholarships and other educational benefits to be made available to students living in the NFL Stadium Impact Area and the awarding of grants to public elementary schools, public secondary schools, and non-profit and charitable organizations located in the NFL Stadium Impact Area;

(g) Two Hundred Ten Thousand Dollars (\$210,000.00) on or before January 1, 2002, to be applied by the Foundation for scholarships and other educational benefits to be made available to students living in the NFL Stadium Impact Area and the awarding of grants to public elementary schools, public secondary schools, and non-profit and charitable organizations located in the NFL Stadium Impact Area; and

(h) One Hundred Eighty Thousand Dollars (\$180,000.00) on or before January 1, 2003, to be applied by the Foundation for scholarships and other educational benefits to be made available to students living in the NFL Stadium Impact Area and the awarding of grants to public elementary schools, public secondary schools, and non-profit and charitable organizations located in the NFL Stadium Impact Area.

Any payment not made to the Foundation within fifteen (15) days after its due date as set forth in the foregoing schedule shall accrue interest, from the date due until payment of the same is made, at the rate of twelve percent (12%) per annum. Any such interest accruing shall be payable by JKC Stadium, JKCI and PFI to the Foundation.

9.4 Club Seats for Foundation. During the NFL Stadium Covenant Use Period, JKC Stadium and/or PFI shall make available to the Foundation, at no cost to the Foundation, six (6) contiguous club seats for all NFL Stadium Events for use by the Foundation in furtherance of its programs and purposes.





ARTICLE 10 - STATE AND COUNTY USE OF NFL STADIUM;  
REDSKINS TICKET ACCESS; RELOCATION OF REDSKINS PARK;  
COMMUNITY PROGRAMS

10.1 State and County Use of NFL Stadium.

(a) In order to further the purposes of economic development in the County and the State, and in an effort to assist the County and the State to promote the general welfare of their respective citizens:

(i) JKC Stadium hereby grants to the County, at no cost to the County, use of one (1) sky suite in the NFL Stadium during the NFL Stadium Use Covenant Period. Such sky suite shall be the same suite during the entire NFL Stadium Use Covenant Period. The right to use such sky suite shall be consistent with the rights of all other sky suite owners/licensees, including the provision of tickets to all Home Games and rights to purchase tickets from the NFL for playoff games and from promoters for other NFL Stadium Events.

(ii) JKC Stadium hereby grants to the State, at no cost to the State, use of one (1) sky suite in the NFL Stadium during the NFL Stadium Use Covenant Period. Such sky suite shall be the same suite during the entire NFL Stadium Use Covenant Period. The right to use such sky suite shall be consistent with the rights of all other sky suite owners/licensees, including the provision of tickets to all Home Games and rights to purchase tickets from the NFL for playoff games and from promoters for other NFL Stadium Events.

(b) In the event the State shall desire to use the NFL Stadium for non-political meetings, conventions, public gatherings or other non-political events, JKC Stadium shall cooperate with the State to permit it to use the NFL Stadium, subject to prior commitments and future plans for NFL Stadium Events. JKC Stadium also reserves the right to protect the NFL Stadium from events which pose a risk to the playing field or other elements of the NFL Stadium. The State shall pay for all reasonable costs of opening and operating the NFL Stadium in connection with such an event, including, but not limited to, all reasonable costs for utilities, parking, traffic management, policing, security, clean-up and insurance in connection with the State's use of the NFL Stadium for any such meetings, conventions, public gatherings or other events. The State shall give JKC Stadium written notice of the State's desire to use the NFL Stadium in accordance with the terms and conditions of this Section, which written notice shall be delivered not less than thirty (30) days prior to the date upon which the State desires to use the NFL Stadium. The State acknowledges that certain periods may be totally unavailable for such use, including the football season. Notwithstanding the foregoing, JKC Stadium agrees to act in good-faith to accommodate any request by the State to use the NFL Stadium pursuant to this Section.

(c) In the event the County shall desire to use the NFL Stadium for non-political meetings, conventions, public gathering or other non-political events, JKC Stadium shall





cooperate with the County to permit it to use the NFL Stadium, subject to prior commitments and future plans for NFL Stadium Events. JKC Stadium also reserves the right to protect the NFL Stadium from events which pose a risk to the playing field or other elements of the NFL Stadium. The County shall pay for all reasonable costs of opening and operating the NFL Stadium in connection with such an event, including, but not limited to, all reasonable costs for utilities, parking, traffic management, policing, security, clean-up and insurance in connection with the use of the NFL Stadium for any such meetings, conventions, public gatherings or other events. The County shall give JKC Stadium written notice of the County's desire to use the NFL Stadium in accordance with the terms and conditions of this Section, which written notice shall be delivered not less than thirty (30) days prior to the date upon which the County desires to use the NFL Stadium. The County acknowledges that certain periods may be totally unavailable for such use, including the football season. Notwithstanding the foregoing, JKC Stadium agrees to act in good-faith to accommodate any request by the County to use the NFL Stadium pursuant to this Section.

(d) In the event that more than one Party shall request use of the NFL Stadium pursuant to Sections 10.1(b) and (c) for a particular date, the first Party making such request to JKC Stadium shall be given priority by JKC Stadium.

10.2 Redskins Ticket Access. JKC Stadium hereby warrants and represents that there are not less than 2,000 County residents on the Existing Season Ticket Waiting List. JKC Stadium shall make 2,000 season tickets at the NFL Stadium available to residents of the County that are not current season ticket holders of the Washington Redskins NFL Football Team. These tickets shall include a complete cross section of all pricing levels and seating locations throughout the NFL Stadium, and shall be offered and sold on the following basis:

(a) JKC Stadium shall make 2,000 season tickets available to all County residents living in the NFL Stadium Impact Area that are on the Existing Season Ticket Waiting List and are not season ticket holders of the Washington Redskins NFL Football Team.

(b) After the initial offer is made to County residents on the Existing Season Ticket Waiting List in the NFL Stadium Impact Area, the balance of the dedicated tickets shall be offered to the County residents outside the NFL Stadium Impact Area that are on the Existing Season Ticket Waiting List and are not season ticket holders of the Washington Redskins NFL Football Team.

(c) If any of the aforescribed 2,000 season tickets remain available after the offerings described above, the County and JKC Stadium will agree upon appropriate disposition thereof.

(d) Not later than thirty (30) days after the Agreement Date, JKC Stadium and the County shall agree upon a verification mechanism to ensure compliance by JKC Stadium with the terms and conditions of this Section 10.2.





10.3 Relocation of Redskins Park. In the event that at any time JKCI and/or PFI consider the relocation of the existing corporation headquarters facility known as "Redskins Park" in Ashburn, Virginia, JKCI and PFI shall in good faith negotiate first with the County to relocate such facility to an appropriate site within the County prior to initiating any other relocation effort.

10.4 Redskins Community Outreach Program. In recognition of the importance of the community involvement by the Washington Redskins NFL Football Team, JKC Stadium, PFI and the County agree to diligently negotiate in good faith to adopt in writing, within thirty (30) days after the Agreement Date, a comprehensive community involvement program to be undertaken by the JKC Stadium and PFI, which shall include, without limitation: (a) appearances by the Washington Redskins NFL Football Team players and personnel at public schools and facilities in the County; (b) participation by players and personnel of the Washington Redskins NFL Football Team in various religious, community or youth group activities; (c) the development of a visitation and tour program for youth groups at the NFL Stadium and at Redskins Park; and (d) internships for high school students of the County.

10.5 Cooperative Education Program. In furtherance of the educational growth of youth residing in the NFL Stadium Impact Area, JKC Stadium and PFI agree to provide work study programs for not less than two (2) Bowie State University students each year. The Parties agree that the principal objectives of this work study initiative shall be to directly expose university students to highly skilled professional career opportunities associated with the operation of an NFL football team and stadium. Accordingly, work study participants will be of a collegiate level and not involve routine sales or maintenance activities. Examples of appropriate work study activities will include exposure to player/labor relations, accounting, procurement, information management, sports medicine and physical therapy/rehabilitation. Upon a student's successful completion of the cooperative education program, JKC Stadium and PFI shall use their best efforts to assist the student in obtaining full time employment opportunities. In recognition of the importance of the above-referenced work study programs, JKC Stadium, PFI and the County agree to negotiate in good faith to adopt in writing, within thirty (30) days after the Agreement Date, a comprehensive program for the foregoing.

10.6 Advertising. JKC Stadium shall have the right to control all advertising on the Wilson Farm Stadium Property and all naming, pouring, promotional, exclusive product and other rights and JKC Stadium shall be entitled to retain all revenues received by it in connection with such advertising and other rights. All such advertising and other rights shall be subject to all applicable Laws.

10.7 Use of Parking Lots by State, County and Commission.

(a) At such time as the State determines that a public transportation need exists, JKC Stadium shall permit use by the State of the parking facilities located on the Wilson Farm Stadium Property. Such use shall (i) be limited to the subject public transportation need,





and (ii) be permitted on any day other than days on which NFL Stadium Events take place. Any costs of maintenance, insurance and repair directly related to such use shall be borne by the State. Before collecting any revenue from the use of the parking facilities located on the Wilson Farm Stadium Property in accordance with this Section, the State must enter into an agreement with JKC Stadium upon terms consistent with the terms of this Section 10.7(a).

(b) The County and the Commission shall be permitted to use, without charge except as otherwise provided below, up to 1,500 contiguous parking spaces in the parking facilities located on the Wilson Farm Stadium Property for parking in connection with the Wilson Farm Sports Complex Property on days other than those on which NFL Stadium Events take place. Such parking spaces shall be located nearest the main entrances to the Sports Complex. If the County or the Commission shall elect to use the parking facilities located on the Wilson Farm Stadium Property pursuant to this Section, such Party shall pay for all reasonable costs of electricity for lighting, special signage, insurance, clean-up and repair directly related to such use.

10.8 Easements for Transportation Facilities. The State shall have the right, at its option, by the delivery of notice to JKC Stadium, to purchase a fee simple interest, easement or other interest in a portion of the Wilson Farm Stadium Property for the extension, expansion and subsequent use and maintenance of any State transportation facility into, through or upon the Wilson Farm Stadium Property. In consideration for such conveyance, the State shall pay to JKC Stadium a purchase price based upon appraisals conducted in accordance with applicable Laws, however any property to be acquired by the State or the Washington Metropolitan Area Transit Authority ("WMATA") which is not improved or intended to be improved by the NFL Stadium, or which is within a 300 foot wide strip of property adjoining the Summerfield military housing project (provided acceptable replacement parking, if needed, is created by the State or WMATA on the Wilson Farm Stadium Property), shall be subject to acquisition by the State or WMATA for a purchase price equal to the number of such acres conveyed to the State, multiplied by the amount of Twenty Thousand Five Hundred Dollars (\$20,500.00), as increased annually, on the January 1st following the Closing Date and on each anniversary thereof, in proportion to the increase in the CPI last published prior to the subject adjustment date over the CPI last published before the date occurring one year prior to the subject adjustment date.

## ARTICLE 11 - STADIUM FEES DEPOSIT

11.1 JKC Stadium to Pay Stadium Fees. JKC Stadium shall promptly pay, at its sole cost and expense, all Stadium Fees. As of the Agreement Date, the County estimates the Stadium Fees to be One Million One Hundred Thousand Dollars (\$1,100,000.00).

11.2 Initial Stadium Fees Deposit and Subsequent Stadium Fees Letter of Credit.

(a) The County hereby acknowledges receipt from JKCI of the Initial Stadium Fees Deposit. The Initial Stadium Fees Deposit shall be deposited by the County in a separate





account in the County's name, maintained with a federally-insured commercial bank in the State of Maryland, bearing interest at a rate which is not less than the prevailing passbook rate of interest being paid with respect to accounts held by commercial banks in the Washington, D.C. metropolitan area.

(b) Not later than seven (7) days after the Agreement Date, JKC Stadium shall deliver to the County the Subsequent Stadium Fees Letter of Credit in the form attached hereto and made a part hereof as Exhibit N. The Subsequent Stadium Fees Letter of Credit shall be an irrevocable letter of credit in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) having terms and conditions that are acceptable in all respects to the County and drawn upon a federally-insured commercial bank in the State of Maryland which is acceptable to the County. Any letter of credit submitted as the Subsequent Stadium Fees Letter of Credit shall have a term not less than one (1) year. If the term of any letter of credit submitted as the Subsequent Stadium Fees Letter of Credit shall expire prior to the date as of which the County shall be required to release the Subsequent Stadium Fees Letter of Credit in accordance with Section 11.3 of this Agreement, JKC Stadium shall provide to the County, not later than thirty (30) days prior to the expiration of the previously submitted Subsequent Stadium Fees Letter of Credit, a successor letter of credit meeting the requirements of this Section 11.2 as the Subsequent Stadium Fees Letter of Credit. In lieu of the Subsequent Stadium Fees Letter of Credit, JKC Stadium shall be entitled to deliver to the County a cash deposit in an amount equal to the Subsequent Stadium Fees Letter of Credit, in which event the same may be used by the County consistent with the provisions of Section 11.3 of this Agreement.

11.3 Application of Proceeds of Initial Stadium Fees Deposit and Subsequent Stadium Fees Letter of Credit.

(a) If at any time JKC Stadium shall fail to pay Stadium Fees which are then due and payable, and such failure by JKC Stadium shall continue for a period of fifteen (15) or more days, then and in such event, at the sole option of the County, the County may pay all or any portion of such Stadium Fees as the County shall elect (i) by drawing upon the Subsequent Stadium Fees Letter of Credit, or (ii) from proceeds of the Initial Stadium Fees Deposit. JKC Stadium hereby acknowledges and agrees that the County shall have no obligation to apply any of the proceeds of the Initial Stadium Fees Deposit to any such delinquent Stadium Fees until such time as the full amount of the Subsequent Stadium Fees Letter of Credit shall be drawn.

(b) The County shall release the Subsequent Stadium Fees Letter of Credit to JKC Stadium at such time as JKC Stadium shall have paid Stadium Fees to the County totalling Eight Hundred Fifty Thousand Dollars (\$850,000.00).

(c) Upon fulfillment by JKC Stadium of all of its obligations under this Agreement with respect to construction of the NFL Stadium and the issuance of a use and occupancy permit for the NFL Stadium, the County shall return to JKC Stadium any funds being





a part of the Initial Stadium Fees Deposit which were not actually applied to Stadium Fees in accordance with the terms and conditions of this Article 11 and, if not previously returned to JKC Stadium by the County, the Subsequent Stadium Fees Letter of Credit.

## ARTICLE 12 - TAXES

JKC Stadium, JKCI and PFI shall pay, as applicable, all State and County Taxes with respect to the Wilson Farm Stadium Property, the NFL Stadium and their operations therein and thereon, including, without limitation, all amusement and admissions taxes, sales taxes, corporate income taxes and real property taxes.

## ARTICLE 13 - DEFAULT AND REMEDIES FOR DEFAULT

13.1 Generally. In the event that any Party shall fail to perform or shall otherwise be in default with respect to any of its agreements or obligations as set forth in this Agreement, then and in such event, and in addition to, and not in lieu of, any remedies provided in Sections 6.1 and 6.2 of this Agreement, each of the other Parties shall have the right to exercise all rights and remedies available to it under this Agreement or at law or in equity on account of or in connection with such default, including, without limitation, the right to seek damages (including, but not limited to, attorneys' fees), to obtain injunctive relief and to compel specific performance.

13.2 Abandonment. In the event JKC Stadium, JKCI and/or PFI shall elect not to complete, or abandon completion of, the NFL Stadium, then and in either of such events, JKC Stadium, JKCI and PFI shall reimburse the State, the County and the Commission for all costs and expenses incurred by them in connection with matters addressed in this Agreement, provided that no such reimbursement shall be required to any Party to the extent construction of the NFL Stadium is justifiably abandoned as a result of the material default by such Party under this Agreement. Provided that the construction of the NFL Stadium is not abandoned by JKC Stadium or JKC Stadium is not prevented from completing the NFL Stadium as a result of the capricious and unjustified refusal by the County to issue permits relative to the construction of the NFL Stadium, if following appropriation by the General Assembly of the State of funds for the On-Site Infrastructure Fund and the Off-Site Infrastructure Fund, (a) the State elects not to fund, in accordance with Section 5.1 above, costs incurred in connection with the On-Site Infrastructure, or (b) the State elects not to fund, in accordance with Section 5.2 above, costs incurred in connection with the Off-Site Infrastructure, then and in either of such events, the State shall reimburse JKC Stadium, the County and the Commission for all costs and expenses incurred by them in connection with matters relative to this Agreement through the date of the State's election in such regard. In the event the County, after the Agreement Date, capriciously and without justification denies issuance of permits relative to the construction of the NFL Stadium or those Off-Site Infrastructure improvements which the County is responsible to construct in accordance with Section 5.2 above, and as a result, JKC Stadium is unable to complete construction of the NFL Stadium or is unable to use the NFL Stadium for Home





Games, the County shall reimburse the State, JKC Stadium and the Commission for all reasonable costs and expenses incurred by them in connection with matters relative to this Agreement between the Agreement Date and the date of the County's capricious and unjustified refusal to issue the subject permits.

13.3 Forfeiture of Initial Stadium Fees Deposit and Subsequent Stadium Fees Letter of Credit Proceeds. In the event that for any reason whatsoever JKC Stadium, JKCI and/or PFI shall elect not to complete, or abandon completion of, the NFL Stadium, and provided that an abandonment of completion of the NFL Stadium is not the justifiable result of a material default by the County under this Agreement, then and in either of such events, the County shall have the right to retain the Initial Stadium Fees Deposit (or such portion thereof as shall not have been theretofore applied to payment of Stadium Fees) and to draw down in full upon the Subsequent Stadium Fees Letter of Credit. The rights granted to the County pursuant to this Section 13.3 to retain the Initial Stadium Fees Deposit and to draw down in full upon the Subsequent Stadium Fees Letter of Credit are rights that are granted to the County in addition to, and not in lieu of, any other rights or remedies that the County may have under this Agreement or at law or in equity as a result of, or in connection with, any such actions or determinations by JKC Stadium, JKCI and/or PFI.

13.4 Conveyance of Wilson Farm Stadium Property to State. In the event that for any reason whatsoever prior to January 1, 1997, either (a) JKC Stadium and/or PFI shall elect not to complete the NFL Stadium, or (b) JKC Stadium and/or PFI shall abandon completion of the NFL Stadium, then and in either such event, JKC Stadium shall, at the State's option, convey the Wilson Farm Stadium Property, together with any improvements thereon (including, without limitation, the NFL Stadium), to the State not later than fifteen (15) days after the State's delivery of its written request therefor to JKC Stadium, in consideration of Ten Dollars (\$10.00) to be paid by the State to JKC Stadium, free and clear of any and all mortgages, deeds of trust, security interests and liens whatsoever (except as otherwise provided in (iii) below) and subject only to (i) all real property taxes and assessments not yet delinquent, (ii) all matters of record for the Wilson Farm Stadium Property existing as of the day preceding the Agreement Date, (iii) any lien secured by a bona fide deed of trust, which deed of trust or deeds of trust is or are (A) duly recorded among the Land Records against the Wilson Farm Stadium Property, (B) secure financing for the NFL Stadium, and (C) under which the beneficiary is an institutional lender which is not, nor affiliated in any manner, either directly or indirectly with, JKCI, JKC Stadium and/or PFI or any officer, director, shareholder, partner or member of JKCI, JKC Stadium and/or PFI, and (iv) such other matters of record with respect to the Wilson Farm Stadium Property created prior to the Closing Date with the consent of the Commission, the County and the State that shall be acceptable to the State, in its sole discretion. JKC Stadium hereby expressly acknowledges and agrees that any conveyance of the Wilson Farm Stadium Property that JKC Stadium shall be required to make pursuant to the preceding provisions of this Section 13.4 shall not be, or construed or deemed to be, an action in the nature of eminent domain or any other action taken pursuant to the condemnation powers of any Governmental Unit. The conveyance of the Wilson Farm Stadium Property by JKC Stadium to the State in





accordance with this Section 13.4 shall not be in the nature of liquidated damages and shall not act to set off or otherwise limit the other remedies provided in this Agreement or available to the State at law or in equity. In the event that the Wilson Farm Stadium Property shall be conveyed to the State by JKC Stadium in accordance with the terms and conditions of this Section 13.4, the State shall thereafter use its best efforts to complete the NFL Stadium, at the sole cost and expense of the State, and, upon completion of the NFL Stadium, make it available for leasing to and use by another franchisee of the NFL. The date of January 1, 1997 referenced in this Section 13.4 above shall be extended on a day for day basis for each day beyond June 1, 1996 that commencement of construction of the NFL Stadium is delayed. The State agrees to deliver such confirmatory agreements as may reasonably be requested by a lender providing financing described in clause (iii) above, in order to confirm the subordination clause of this Section.

13.5 Conveyance of Wilson Farm Stadium Property to County. In the event that for any reason whatsoever JKC Stadium and/or PFI shall be in default under and with respect to any of their obligations or covenants set forth in Section 4.7 of this Agreement, then and in any such event, JKC Stadium shall convey the Wilson Farm Stadium Property, together with any improvements thereon (including, without limitation, the NFL Stadium), to the County not later than fifteen (15) days after the delivery by the County of a written request therefor to JKC Stadium, in consideration of Ten Dollars (\$10.00) to be paid by the County to JKC Stadium, free and clear of any and all mortgages, deeds of trust, security interests and liens whatsoever (except as otherwise provided in (iii) below) and subject only to (i) all real property taxes and assessments not yet delinquent, (ii) all matters of record for the Wilson Farm Stadium Property existing as of the day preceding the Agreement Date, (iii) any lien secured by a bona fide deed of trust, which deed of trust or deeds of trust is or are (A) duly recorded among the Land Records against the Wilson Farm Stadium Property, (B) secure financing for the NFL Stadium and (C) under which the beneficiary is an institutional lender which is not, nor affiliated in any manner, either directly or indirectly with, JKCI, JKC Stadium and/or PFI or any officer, director, shareholder, partner or member of JKCI, JKC Stadium and/or PFI, and (iv) such other matters of record with respect to the Wilson Farm Stadium Property created prior to the Closing Date with the consent of the Commission and the County that shall be acceptable to the County, in its sole discretion. JKC Stadium hereby expressly acknowledges and agrees that any conveyance of the Wilson Farm Stadium Property that JKC Stadium shall be required to make pursuant to the preceding provisions of this Section 13.5 shall not be, or construed or deemed to be, an action in the nature of eminent domain or any other action taken pursuant to the condemnation powers of any Governmental Unit. The conveyance of the Wilson Farm Stadium Property by JKC Stadium to the County in accordance with this Section 13.5 shall not be in the nature of liquidated damages and shall not act to set off or otherwise limit the other remedies provided in this Agreement or available to the County at law or in equity. The County shall delivery such confirmatory agreements as may reasonably be requested by a lender providing financing described in clause (iii) above, in order to confirm the subordination clause of this Section.





13.6 Remedies Cumulative. All of the rights and remedies granted to the Parties under this Agreement, whether set forth in this Article 13 or elsewhere in this Agreement, are cumulative in nature, and the exercise of any one of such rights or remedies by any Party is not intended, in the absence of a specific provision to the contrary, to preclude such Party from exercising any other rights or remedies that it may have under this Agreement or at law or in equity.

#### ARTICLE 14 - OPINIONS OF COUNSEL

Simultaneously with the execution and delivery of this Agreement by the Parties:

(a) The State shall deliver to each of the other Parties an opinion of the Attorney General of the State dated as of the Agreement Date in the form of Exhibit O attached hereto and made a part hereof; and

(b) The County shall deliver to each of the other Parties an opinion of the County Attorney of the County dated as of the Agreement Date in the form of Exhibit P attached hereto and made a part hereof;

(c) The Commission shall deliver to each of the other Parties an opinion of its counsel dated as of the Agreement Date in the form of Exhibit Q attached hereto and made a part hereof; and

(d) JKC Stadium. JKCI and PFI shall deliver to each of the other Parties the opinion(s) dated as of the Agreement Date of the independent law firm(s) serving as their counsel in connection with the matters described in this Agreement, in the form of Exhibit R attached hereto and made a part hereof.

#### ARTICLE 15 - APPROVALS AND CONSENTS

15.1 State. The obligations of the State under this Agreement which require the expenditure of monies are subject to appropriation by the General Assembly of the State of amounts to fund such obligations. The State, acting by and through the Office of the Governor and other agencies of the Executive Branch of the State, hereby agrees to use its best efforts to obtain the necessary appropriations to fulfill the obligations of the State under this Agreement requiring the expenditure of monies by the State. The obligations of the State under this Agreement are subject to approval of the terms and conditions of this Agreement by the Board of Public Works of the State. The State hereby agrees to use its best efforts to obtain such approval by the Board of Public Works of the State as soon as practicable.

15.2 Commission. The obligations of the Commission under this Agreement are subject to approval of this Agreement by its governing body, and to the extent necessary, the





Board of Public Works of the State and the General Assembly of the State. The Commission hereby agrees to use its reasonable efforts to obtain such approval as soon as practicable.

15.3 County. In the event that any of the Laws governing the amusement and admission Taxes payable to the County are amended on or before April 30, 1996 in any manner so as to reduce the amusement and admission Taxes which but for the enactment of any such amendments would otherwise have been payable to the County, then and in any such event, the County shall have the right, at its sole option, to terminate this Agreement by giving notice thereof to the other Parties, whereupon the Parties shall have no further rights, liabilities or obligations to each other under this Agreement except to the extent elsewhere in this Agreement specifically set forth.

## ARTICLE 16 - MISCELLANEOUS

16.1 Notices. (a) Any notice, report, demand, request or other instrument or communication authorized, required or desired to be given under this Agreement by any of the Parties shall be in writing, shall be addressed to the Party intended to receive the same at the address of such Party set forth below, and shall be sent by hand delivery, reputable overnight courier service, or United States certified or registered mail, postage prepaid, return receipt requested. Any such deliveries sent by hand shall be deemed received upon the date of delivery if same is a Business Day, otherwise receipt shall be deemed to have occurred on the first Business Day following the date of delivery on a non-Business Day. Any such delivery sent by reputable overnight courier shall be deemed received on the date of delivery if same is a Business Day, otherwise receipt shall be deemed to have occurred on the first Business Day following the date of delivery on a non-Business Day. Any such delivery sent by mail in accordance with the foregoing shall be deemed received on the date of delivery if same is a Business Day, otherwise receipt shall be deemed to have occurred on the first Business Day following the date of delivery on a non-Business Day. Any Party may change its address for purposes of receiving notice hereunder by delivering notice to all other Parties in accordance with the foregoing.

If to the State, then to:

State of Maryland  
Department of Business & Economic Development  
217 East Redwood Street, 23rd Floor  
Baltimore, Maryland 21202  
Attention: Mr. John D. Porcari, Governor's Ombudsman/Assistant Secretary





with a copy to:

Edward R.K. Hargadon, Esquire  
Assistant Attorney General  
Maryland Department of Transportation  
P. O. Box 8755  
BWI Airport, Maryland 21240-0755

If to the County, then to:

Prince George's County, Maryland  
County Administration Building, Room 5024  
14741 Governor Oden Bowie Drive  
Upper Marlboro, Maryland 20772  
Attention: County Executive

with copies to:

Prince George's County, Maryland  
Office of Law  
14741 Governor Oden Bowie Drive  
Upper Marlboro, Maryland 20772  
Attention: County Attorney

and

Peter C.B. Bynoe, Esquire  
Rudnick & Wolfe  
203 North La Salle Street, Suite 1800  
Chicago, Illinois 60601-1293

If to the Commission, then to:

The Maryland-National Capital Park and Planning Commission  
6600 Kenilworth Avenue  
Riverdale, Maryland 20737  
Attention: Director of Parks and Recreation Department



with a copy to:

The Maryland-National Capital Park and Planning Commission  
6611 Kenilworth Avenue  
Riverdale, Maryland 20737  
Attention: Executive Director and General Counsel

If to JKC Stadium, then to:

JKC Stadium Inc.  
Middleburg, Virginia 21117  
Attention: Mr. Jack Kent Cooke, Chairman of the Board

with a copy to:

Joel D. Rozner, Esquire  
Dukes Evans Rozner Brown & Stierhoff  
6411 Ivy Lane, Suite 116  
Greenbelt, Maryland 20770

and to:

Mark Pollak, Esquire  
Piper & Marbury L.L.P.  
36 South Charles Street  
Baltimore, Maryland 21201

If to JKCI, then to:

Jack Kent Cooke Incorporated  
Middleburg, Virginia 21117  
Attention: Mr. Jack Kent Cooke, Chairman of the Board

with a copy to:

Joel D. Rozner, Esquire  
Dukes Evans Rozner Brown & Stierhoff  
6411 Ivy Lane, Suite 116  
Greenbelt, Maryland 20770





and to:

Mark Pollak, Esquire  
Piper & Marbury L.L.P.  
36 South Charles Street  
Baltimore, Maryland 21201

If to PFI, then to:

Pro-Football, Inc.  
Middleburg, Virginia 21117  
Attention: Mr. Jack Kent Cooke, Chairman of the Board

with a copy to:

Joel D. Rozner, Esquire  
Dukes Evans Rozner Brown & Stierhoff  
6411 Ivy Lane, Suite 116  
Greenbelt, Maryland 20770

and to:

Mark Pollak, Esquire  
Piper & Marbury L.L.P.  
36 South Charles Street  
Baltimore, Maryland 21201

16.2 Time of Essence. Time shall be of the essence with respect to each and every term of this Agreement.

16.3 Obligations of JKC Stadium. JKCI and PFI. Each of the obligations of JKC Stadium, JKCI and PFI under this Agreement shall be joint and several. Furthermore, JKCI hereby guarantees to the State, the County and the Commission the full and timely performance by JKC Stadium of all of JKCI's Stadium's obligations under this Agreement. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, each and every of the representations, warranties, covenants and agreements of JKC Stadium, JKCI and PFI, or any of them, set forth in this Agreement shall survive the Closing Date, the expiration of this Agreement or any termination of this Agreement, and none of such representations, warranties, covenants or obligations shall be deemed to be merged into the Deed.

16.4 Entire Agreement. This Agreement contains all of the understandings and agreements of the Parties (including, without limitation, those set forth in the Letter of Intent) with respect to the matters described herein, and all prior understandings and agreements of the





Parties with respect to the matters described in this Agreement shall be deemed to have been integrated into the terms and conditions of this Agreement. No provision of this Agreement may be modified except in writing signed by all of the Parties.

16.5 Rules of Construction. The recitals set forth at the beginning of this Agreement shall be deemed to be a part of this Agreement. The headings set forth at the beginning of each of the sections of this Agreement are inserted for convenience of reference only and shall not be deemed to have any independent legal significance or meaning whatsoever. Whenever in this Agreement the singular number is used, the same shall include the plural where appropriate, and vice versa, and words of any gender in this Agreement shall include each other gender where appropriate. The words "herein" and "hereunder" and other words of similar import, refer to this Agreement as a whole and not to any particular part or subdivision of this Agreement. No provision of this Agreement or any of the documents executed and delivered in connection with this Agreement shall be construed against a Party by virtue of the fact that such document was prepared by such Party or counsel to such Party, whether or not any such document was reviewed by counsel to the other Parties or any of them. Except where another standard is expressly provided by the provisions of this Agreement, all consents, approvals, elections, judgments, determinations and other actions permitted or required to be made by a Party (or by any trustees or agents for such Party) shall be made in the reasonable discretion of such Party. Wherever approval by any Party (or any trustees or agents of such Party) is required for any action by another Party, such approval shall not be deemed effective unless given in writing by the Party from which approval is required (or by its trustees or agents) and, unless expressly waived in writing by such Party (or its trustees or agents), given prior to the requesting Party's having taken the subject action. No requirements in this Agreement for the use of "best efforts" by the State, the County or the Commission shall require the State, the County or the Commission to (i) pay for overtime labor, (ii) incur costs that would not otherwise be prudent, or (iii) enact Laws of any kind; provided, however, that in the event the State Constructed Off-Site Infrastructure is constructed by the State pursuant to a State procurement contract, the State's best efforts shall include a requirement that the State take any reasonably prudent action necessary to complete the State Constructed Off-Site Infrastructure by September 1, 1997. Such action includes, but is not necessarily limited to, the advanced purchase of structural steel and large utility pipes and the inclusion in the State procurement contract of a substantial and appropriate liquidated damages provision.

16.6 Articles, Sections, Exhibits and Schedules. All references to "Article", "Articles", "Section", "Sections", "Subsection", or "Subsections" contained in this Agreement are, unless specifically indicated otherwise, references to sections or subsections of this Agreement. All references to "Exhibits" and "Schedules" contained in this Agreement are references to exhibits and schedules attached to this Agreement, all of which are made a part of this Agreement for all purposes, the same as if set forth in this Agreement verbatim, it being understood that if any Exhibit, which is to be executed and delivered, contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained, and as contemplated in, this Agreement prior to or at the time of the execution and delivery thereof.





16.7 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws effective during the term of this Agreement, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. The foregoing terms of this Section shall not apply to any determination that a funding obligation of any Party to this Agreement is invalid.

16.8 Waiver. No waiver of any provision of this Agreement shall be implied by any failure of a Party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Waiver by a Party of any provision in this Agreement may only be effected in writing. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach of such or any other provision of this Agreement.

16.9 Assignment. Except in accordance with Sections 4.5 and 4.6 of this Agreement which shall include an assignment of the subject Party's interest in this Agreement, no Party shall have the right to assign this Agreement or any of its rights under this Agreement without the prior written consent of all of the other Parties. No assignment by a Party of any of its interests under this Agreement shall relieve such Party from its obligations hereunder. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, JKC Stadium, JKCI and PFI hereby expressly acknowledge and agree that this Agreement, and the terms and conditions thereof, including, without limitation, all obligations and liabilities of JKC Stadium, JKCI and PFI thereunder, shall be binding upon all successors and permitted assigns of JKC Stadium, JKCI and/or PFI, including, without limitation, any successors by merger, operation of law or otherwise. Any assignment by any Party of any of its rights under this Agreement occurring in contravention of the terms and conditions of this Agreement shall be void and of no force or effect. In the event of a permitted assignment or in the event that the Parties shall consent to the assignment by one of the Parties of any of its rights under or with respect to this Agreement in accordance with this Agreement, it shall be a condition of such assignment that the assignee acknowledge and agree that the assignment to it of such rights is expressly subject to the terms and conditions of this Agreement and that the assignee shall, from and after the effective date of such assignment, be bound by the terms and conditions of this Agreement in all respects.

16.10 Representation by Counsel. Each of the Parties hereby acknowledges and agrees that: (a) it has been advised to obtain its own legal counsel to review this Agreement and all transactions evidenced hereby; (b) it has utilized independent legal counsel of its own choosing to evaluate on its behalf, and render advice to it concerning, the terms and conditions of this





Agreement, the obligations and liabilities assumed and undertaken by it pursuant to this Agreement, and the risks and ramifications of its undertakings set forth in this Agreement; and (c) its counsel has acted solely to protect its interests and not the interests of any other Party. Furthermore and not in limitation of the foregoing, each of the Parties acknowledges that it has sought the advice of independent counsel and advisors of its own choosing in connection with all tax considerations and implications under this Agreement as affecting such Party, including, without limitation, the tax treatment or deductibility of any payments made pursuant to this Agreement.

16.11 No Third Party Beneficiaries. No Person that is not a Party shall be, or be deemed or construed to be, a third party beneficiary under, or with respect to the rights or benefits of any Party under, this Agreement.

16.12 No Joint Venture: Tax-Exempt Status of Foundation. The relationships between JKC Stadium, JKCI and/or PFI, on one hand, and the State, the County and/or the Commission, on the other hand, as set forth in this Agreement, do not and are not intended by the Parties to create any partnership, joint venture or other association between the Parties. Under no circumstances shall any contribution made by JKC Stadium, JKCI and/or PFI to the Foundation be returned or refunded or any obligations of JKC Stadium, JKCI and/or PFI under Article 9 of this Agreement be excused or otherwise affected because of any failure of the Foundation to obtain approval of its application for tax-exempt status under § 501(c)(3) or any other provisions of the Code.

16.13 Brightseat Formation. The Parties hereby acknowledge that an important fossil formation known as the Brightseat Formation is located on the Wilson Farm Property. The Parties agree that it is important to the citizens of the State and the County that the Brightseat Formation be protected from the ravages of development. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, the Parties agree that the land on which the Brightseat Formation is located, together with a fifty (50) foot buffer area surrounding the entire perimeter of the land on which the Brightseat Formation is located, shall not be a part of the Wilson Farm Stadium Property. Furthermore the Commission agrees that on or before the Closing Date it shall execute and deliver, and cause to be recorded among the Land Records prior to the recordation of the Deed, a conservation easement or conservation easements, in form and substance satisfactory in all respects to JKC Stadium, the State, the County and the Commission, protecting the Brightseat Formation and providing, among other things, that no construction or development of any kind shall occur in the area on which the Brightseat Formation is located or within the fifty (50) foot buffer area surrounding the perimeter of the land on which the Brightseat Formation is located.

16.14 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart of this Agreement.





16.15 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the Laws of the State of Maryland and the United States of America. The Parties agree that jurisdiction and venue shall lie solely in the Circuit Court of Prince George's County, Maryland or the United States District Court for the District of Maryland (Southern Division) with respect to any Litigation commenced by any Party to enforce, construe or interpret this Agreement.

16.16 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, executors, successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement under seal on and as of the day and year first above written.

WITNESS/ATTEST:

STATE OF MARYLAND

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Parris N. Glendening, Governor

WITNESS/ATTEST:

PRINCE GEORGE'S COUNTY, MARYLAND

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Wayne K. Curry, County Executive

ATTEST:

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

By: \_\_\_\_\_  
A. Edward Navarre  
Secretary/Treasurer

By: \_\_\_\_\_ (SEAL)  
Trudye Morgan Johnson, Executive  
Director



WITNESS/ATTEST:

JKC STADIUM INC., a Delaware corporation

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Jack Kent Cooke, Chairman of the Board

WITNESS/ATTEST:

JACK KENT COOKE INCORPORATED,  
a Nevada corporation

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Jack Kent Cooke, Chairman of the Board

WITNESS/ATTEST:

PRO-FOOTBALL, INC.,  
a Maryland corporation

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Jack Kent Cooke, Chairman of the Board





## EXHIBIT A

### Form of NFL Stadium Restrictive Covenant

#### DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration") is made as of \_\_\_\_\_, 1996, by JKC STADIUM INC., a Delaware corporation ("JKC Stadium").

#### R E C I T A L S

WHEREAS, JKC Stadium has heretofore acquired, in fee simple, the Wilson Farm Stadium Property (as hereinafter defined) and desires to develop the same for use as a stadium for National Football League games; and

WHEREAS, JKC Stadium has executed and delivered this Declaration pursuant to the that certain Agreement As To Stadium Land Acquisition, Construction and Operation dated as of March \_\_, 1996 by and among the State of Maryland, Prince George's County, Maryland, The Maryland-National Capital Park and Planning Commission, JKC Stadium, Jack Kent Cooke Incorporated and Pro-Football, Inc. (the "Agreement"), to ensure that the development, use and operation of the Wilson Farm Stadium Property is undertaken in a manner which will promote the general welfare of citizens of the State of Maryland and Prince George's County, Maryland.

NOW, THEREFORE, JKC Stadium hereby declares that the Wilson Farm Stadium Property shall be transferred, held, sold, conveyed, leased and accepted subject to this Declaration. The covenants, restrictions, easements, conditions, burdens, uses, privileges, charges and liens set forth in this Declaration shall, for the term set forth herein: (1) exist at all times hereafter and be binding upon all parties having or acquiring any right, title or interest in any portion of the Wilson Farm Stadium Property, including, without limitation, as owner or lessee; and (2) run with the land subjected to this Declaration, to be held, sold, conveyed and leased subject hereto, in order to ensure the proper development and use of the Wilson Farm Stadium Property for the purpose of generally promoting the welfare of the State, the County, the Commission and the citizen of the State and the County.

#### ARTICLE 1 - DEFINITIONS

The following defined terms, when and as used in this Declaration, shall have the meanings herein ascribed to them:





1.1 "Commission" means The Maryland-National Capital Park and Planning Commission, a body corporate of the State of Maryland, and its successors or assigns.

1.2 "County" means Prince George's County, Maryland, a body corporate and politic of the State of Maryland. The term "County" shall not be deemed to include, however, the County Council of the County, sitting as the District Council for that part of the Maryland-Washington Regional District in Prince George's County, Maryland (as described in Article 28 of the Annotated Code of Maryland).

1.3 "CPI" means the Consumer Price Index, Urban Wage Earners and Clerical Workers, All Items (base index year 1982-84=100) for Washington, D.C. - Maryland - Virginia - Delaware, published by the United States Department of Labor, Bureau of Statistics, provided that if publication of the foregoing is discontinued, the State and the County shall substitute a comparable index (reflecting changes in the cost of living or purchasing power of the consumer dollar) published by any other governmental agency, bank or other financial institution or recognized authority, provided further that if the manner in which such CPI is determined shall be substantially revised, an adjustment shall be made to such revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the manner for determination of the subject index were not revised.

1.4 "Declaration Date" means the date of this Declaration.

1.5 "Default Rate" means a floating rate of interest per annum which is adjusted from time to time so that it is at all times equal to five percent (5%) above the Prime Rate.

1.6 "Entity" means any corporation, general partnership, limited partnership, limited liability corporation or other entity, including the State, the County, the Commission or any other Governmental Unit, as the context shall require.

1.7 "Foundation" means \_\_\_\_\_ and its successors and assigns.

1.8 "Franchise Agreement" means that certain National Football League Franchise agreement pursuant to which the NFL granted a franchise to own and operate the NFL team known as "The Washington Redskins NFL Football Team".

1.9 "Governmental Unit" means, as applicable, the United States of America, the State, the County, the Commission, or any agency, department or division thereof.

1.10 "Home Games" means those NFL football games in which the Washington Redskins NFL Football Team is identified as the "home team" under the rules, regulations and other governing documents of the NFL, the location of which game is not required by the NFL to be played at a location other than the NFL Stadium.



- 1.11 "JKC Stadium" means JKC Stadium Inc., a Delaware corporation.
- 1.12 "Land Records" means the Land Records of Prince George's County, Maryland.
- 1.13 "Laws" means all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions, decisions, opinions or decrees of any Governmental Unit or any Tribunal.
- 1.14 "Litigation" means any lawsuit, action or other right asserted at law or in equity in or before any Tribunal.
- 1.15 "NFL" means the National Football League or its successors.
- 1.16 "NFL Stadium" means that certain stadium containing approximately 78,600 seats, together with parking lots having approximately 23,000 spaces and all other on-site facilities and amenities, to be constructed on the Wilson Farm Stadium Property by the Owner in accordance with this Declaration.
- 1.17 "NFL Stadium Event" means any Home Game or other revenue-producing event occurring at the NFL Stadium.
- 1.18 "NFL Stadium Game Day" means any day in any calendar year on which the NFL Stadium shall be used, or is scheduled to be used, for a Home Game, or any day that is the day before or the day after a Home Game.
- 1.19 "NFL Stadium Lease" means any lease or other agreement with respect to the NFL Stadium pursuant to which the Washington Redskins NFL Football Team shall have the right to play Home Games at the NFL Stadium, together with all amendments thereto and supplements thereof.
- 1.20 "NFL Stadium Use Covenant Period" means, collectively, that period of time commencing on the date a use and occupancy permit is issued for the NFL Stadium and ending on that date which is the later to occur of (a) the day before the thirtieth (30th) anniversary of the first Home Game played at the NFL Stadium, and (b) August 31, 2027.
- 1.21 "Owner" means JKC Stadium and any subsequent or other record owner, whether one or more Persons or entities, of fee simple title to all or any portion of the Wilson Farm Stadium Property.
- 1.22 "Parties" means, collectively, the Owner, the State, the County, and the Commission, and their successors and assigns.
- 1.23 "Peril" means, collectively, fire, lightning, flood, windstorm, hail, earthquake, explosion, riot and civil commotion, vandalism and malicious mischief, damage from aircraft,





vehicles and all other perils commonly covered by an "all risk" endorsement to a casualty insurance policy available with respect to the ownership and operation in the State of Maryland of properties similar in nature to the NFL Stadium.

1.24 "Person" means any individual or Entity, and the heirs, executors, personal representatives, administrators, legal representatives, successors and permitted assigns of such Person where the context so requires.

1.25 "PFI" means Pro-Football, Inc., a Maryland corporation doing business as "The Washington Redskins".

1.26 "Prime Rate" means the rate of interest published from time to time as the 'Prime Rate' in the 'Money Rates' column of The Wall Street Journal or, if The Wall Street Journal ceases or fails to publish such rate, the interest rate announced from time to time as the prime lending rate or corporate base rate of at least one major lending institution headquartered in New York, New York, as designed by the Party to whom is owed the subject amount upon which the Default Rate shall accrue.

1.27 "Relocation Transaction" means (1) any action (or omission to act) or any combination of actions (or omissions to act) which are taken, undertaken or occur, directly or indirectly, by operation of law or otherwise, for the purpose of causing or facilitating the playing of any Home Games at a location other than the NFL Stadium at any time during the NFL Stadium Use Covenant Period, including without limitation, the following if engaged in for the purpose of causing or facilitating the playing of any Home Game at a location other than the NFL Stadium at any time during the NFL Stadium Use Covenant Period: (i) any sale, assignment or transfer by the Owner or the franchisee under the Franchise Agreement of any of their respective assets or properties or any of their interests therein; (ii) any sale, assignment or transfer of all or any rights and benefits under or with respect to the Franchise Agreement or any amendment of the Franchise Agreement; (iii) the seeking of any consent or approval from the NFL; (iv) any sale, assignment or transfer by the Owner or the franchisee under the Franchise Agreement of any of its right, title or interest in or to the NFL Stadium Lease; or (v) any other action similar or dissimilar to the actions described in the foregoing clauses (i) through (iv), (2) any action (or omission to act) or any combination of actions (or omissions to act) which are taken, undertaken, or occur, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, for the purpose of causing or facilitating any sale, assignment or other transfer of all or any of the right, title or interest of PFI or any successor-in-interest of PFI under or with respect to the Agreement, the NFL Stadium Lease or the Franchise Agreement, or any amendment to any of the same, in violation of the terms of the Agreement; or (3) any action (or omission to act) or any combination of actions (or omissions to act) which are taken, undertaken or occur, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, for the purpose of causing or facilitating any sale, assignment or other transfer of all or any of the right, title or interest of Owner any successor-in-interest of Owner





under or with respect to the Agreement, the NFL Stadium or the NFL Stadium Lease, in violation of the terms of the Agreement.

1.28 "State" means the State of Maryland.

1.29 "Taxes" means all taxes, assessments, fees, levies, impositions, duties, deductions, withholdings, or other charges of any nature whatsoever from time to time or at any time imposed by any Laws or by any Tribunal.

1.30 "Tribunal" means any arbitrator, mediator, arbitration panel or mediation panel or any court, department, commission, board, bureau, agency, or instrumentality of any Governmental Unit.

1.31 "Washington Redskins NFL Football Team" means that NFL football team known, as of the Declaration Date, as "The Washington Redskins" and which is the subject of the Franchise Agreement to which PFI is a party and under which PFI is the franchisee.

1.32 "Wilson Farm Sports Complex Property" means that real property located in Prince George's County, Maryland, having, in the aggregate, approximately \_\_\_\_\_ (\_\_\_\_) acres of land, as more particularly described in Exhibit A attached hereto and made a part hereof.

1.33 "Wilson Farm Stadium Property" means that real property located in Prince George's County, Maryland that is more particularly described in Exhibit B attached hereto and made a part hereof.

## ARTICLE 2 - COVENANTS AND AGREEMENTS CONCERNING CONSTRUCTION, OPERATION AND USE OF NFL STADIUM

2.1 Construction of NFL Stadium. The Owner shall construct the NFL Stadium on the Wilson Farm Stadium Property at its sole cost and expense in accordance with the terms and conditions of the Agreement and this Declaration. The NFL Stadium shall have a seating capacity of approximately 78,600 persons and shall be designed as a first class, "state of the art" stadium for the playing of NFL games. The Owner shall diligently pursue the planning, design, engineering and construction in the NFL Stadium, utilizing its best efforts to complete the construction of the NFL Stadium by September 1, 1997. No NFL Stadium Event shall be conducted at the NFL Stadium until all On-Site Infrastructure and Off-Site Infrastructure shall be completed.

2.2 Operation and Use of NFL Stadium. The Owner agrees to cause the Washington Redskins NFL Football Team to play at the NFL Stadium all of its Home Games during the NFL Stadium Use Covenant Period. The NFL Stadium shall be owned, operated and maintained in compliance with all applicable Laws and in a first-class manner. Such operation of the NFL



Stadium shall include, without limitation, the maintenance of all parking lots located on the Wilson Farm Stadium Property in a paved, high quality condition, free of potholes. The NFL Stadium may be used for any lawful purpose; provided, however, that except as set forth hereafter, under no circumstances shall the NFL Stadium be used for professional sporting events (other than Home Games) on more than twenty-five (25) days per calendar year. Such limitation may be removed or made less restrictive, from time to time, by action of the County. The County's decision shall be based only on a consideration of the impact such additional events may have on the transportation and infrastructure system of the neighborhood in which the NFL Stadium is located and the County, and other potential adverse impacts of such games on both the neighborhood in which the NFL Stadium is located and the County. The County agrees that the determinations of the Coordinating Group, established under Zoning Ordinance No. 5-1996 (or any successor or similar group that replaces that group) shall be a primary factor in its evaluation, and all Parties agree that any request for (or implementation of) a change to this limitation shall not reopen other provisions of this Declaration or the Agreement.

2.3 Owner's Maintenance. The Owner at all times shall maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all improvements on the Wilson Farm Stadium Property, so as to keep same in a clean, sightly, safe and first class condition consistent with its original intended appearance. Such obligations of the Owner shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris and refuse from all areas; the operation, maintenance, repair, replacement and removal of all storm water drainage facilities; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; and the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping. If any improvement is damaged or destroyed, the Owner shall promptly restore such improvement to the condition existing prior to such damage or destruction.

2.4 Insurance. Prior to the commencement of any work on the Wilson Farm Stadium Property in connection with the construction of improvements thereon and continuing through the issuance by the County of the use and occupancy permit for the NFL Stadium, the Owner shall obtain and maintain those insurance coverages identified in Exhibit C attached hereto. Beginning on the date upon which a use and occupancy permit is issued by the County for the NFL Stadium, the Owner shall obtain and thereafter maintain those insurance coverages described in Exhibit D attached hereto. Each of the insurance policies required to be obtained by the Owner in accordance with the foregoing shall: (a) be issued by an insurance company having a rating of not less than A-X in *Best's Insurance Guide* and licensed to do business in the State of Maryland; and (b) provide that the subject insurance policy shall not be cancelled or coverage changed in a manner inconsistent with the terms of this Section 2.4 unless thirty (30) days' prior written shall have been given to the State, the County and the Commission. The deductibles maintained by the Owner under the insurance policies required to be obtained by it in accordance with the foregoing shall not exceed the deductibles customarily maintained under corresponding insurance policies maintained by the operators of those stadia similar to the NFL Stadium or otherwise reasonably prudent. The Owner shall provide certificates of insurance





evidencing the effectiveness of all such insurance coverages to the State, the County and the Commission from time to time and upon request by the State, the County or the Commission.

2.5 Compliance with Law. The Owner shall comply at all times with all applicable federal, state, county and municipal Laws, and with the applicable regulations of the local fire insurance rating organization having jurisdiction or any other organization or board exercising a similar function with respect to the construction, maintenance, operation and use of the Wilson Farm Stadium Property.

2.6 Club Seats for Foundation. During the NFL Stadium Covenant Use Period, the Owner shall make available to the Foundation, at no cost to the Foundation, six (6) contiguous club seats for all NFL Stadium Events for use by the Foundation in furtherance of its programs and purposes.

2.7 State and County Use of NFL Stadium.

(a) In order to further the purposes of economic development in the County and the State, and in an effort to assist the County and the State to promote the general welfare of their respective citizens:

(i) The Owner hereby grants to the County, at no cost to the County, use of one (1) sky suite in the NFL Stadium during the NFL Stadium Use Covenant Period. Such sky suite shall be the same suite during the entire NFL Stadium Use Covenant Period. The right to use such sky suite shall be consistent with the rights of all other sky suite owners/licensees, including the provision of tickets to all Home Games and rights to purchase tickets from the NFL for playoff games and from promoters for other NFL Stadium Events.

(ii) The Owner hereby grants to the State, at no cost to the State, use of one (1) sky suite in the NFL Stadium during the NFL Stadium Use Covenant Period. Such sky suite shall be the same suite during the entire NFL Stadium Use Covenant Period. The right to use such sky suite shall be consistent with the rights of all other sky suite owners/licensees, including the provision of tickets to all Home Games and rights to purchase tickets from the NFL for playoff games and from promoters for other NFL Stadium Events.

(b) In the event the State shall desire to use the NFL Stadium for non-political meetings, conventions, public gatherings or other non-political events, Owner shall cooperate with the State to permit it to use the NFL Stadium, subject to prior commitments and future plans for NFL Stadium Events. Owner also reserves the right to protect the NFL Stadium from events which pose a risk to the playing field or other elements of the NFL Stadium. The State shall pay for all reasonable costs of opening and operating the NFL Stadium in connection with such an event, including, but not limited to, all reasonable costs for utilities, parking, traffic management, policing, security, clean-up and insurance in connection with the use of the NFL Stadium for any such meetings, conventions, public gatherings or other events. The State shall





give the Owner written notice of the State's desire to use the NFL Stadium in accordance with the terms and conditions of this Section, which written notice shall be delivered not less than thirty (30) days prior to the date the State desires to use the NFL Stadium. The State acknowledges that certain periods may be totally unavailable for such use, including the football season. Notwithstanding the foregoing, Owner agrees to act in good-faith to accommodate any request by the State to use the NFL Stadium pursuant to this Section.

(c) In the event the County shall desire to use the NFL Stadium for non-political meetings, conventions, public gatherings or other non-political events, Owner shall cooperate with the County to permit it to use the NFL Stadium, subject to prior commitments and future plans for NFL Stadium Events. Owner also reserves the right to protect the NFL Stadium from events which pose a risk to the playing field or other elements of the NFL Stadium. The County shall pay for all reasonable costs of opening and operating the NFL Stadium in connection with such an event, including, but not limited to, all reasonable costs for utilities, parking, traffic management, policing, security, clean-up and insurance in connection with the use of the NFL Stadium for any such meetings, conventions, public gatherings or events. The County shall give the Owner written notice of the County's desire to use the NFL Stadium in accordance with the terms and conditions of this Section, which written notice shall be delivered not less than thirty (30) days prior to the date the County desires to use the NFL Stadium. The County acknowledges that certain periods may be totally unavailable for such use, including the football season. Notwithstanding the foregoing, Owner agrees to act in good-faith to accommodate any request by the County to use the NFL Stadium pursuant to this Section.

(d) In the event that more than one Party shall request use of the NFL Stadium pursuant to Sections 2.7(b) or (c), the first Party making such request to the Owner shall be given priority for such use by the Owner.

## 2.8 Use of Parking Lots by State, County and Commission.

(a) At such time as the State determines that a public transportation need exists, Owner shall permit use by the State of the parking facilities located on the Wilson Farm Stadium Property. Such use shall (i) be limited to the subject public transportation need, and (ii) be permitted on any day other than days on which NFL Stadium Events take place. Any costs of maintenance, insurance and repair directly related to such use shall be borne by the State. Before collecting any revenue from the use of the parking facilities located on the Wilson Farm Stadium Property in accordance with this Section, the State must enter into an agreement with Owner upon terms consistent with the terms of this Section 2.8(a).

(b) The County and the Commission shall be permitted to use, without charge except as otherwise provided below, up to 1,500 contiguous parking spaces in the parking facilities located on the Wilson Farm Stadium Property for parking in connection with the Wilson Farm Sports Complex Property on days other than those on which NFL Stadium Events take place. Such parking spaces shall be located nearest the main entrance to the Sports





Complex. If the County or the Commission shall elect to use the parking facilities located on the Wilson Farm Stadium Property pursuant to this Section, such Party shall pay for all reasonable costs of electricity for lighting, special insurance, signage, clean-up and repair directly related to such use.

2.9 Easements for Commission. Within thirty (30) days after the Commission delivers notice to the Owner, the Owner shall enter into such easement agreements with and for the benefit of the Commission as shall be reasonably requested by the Commission so as to grant to the Commission and its agents, employees and contractors, easements for pedestrian and vehicular access and utilities across the Wilson Farm Stadium Property in order to facilitate the construction, operation and use of recreation facilities on the Wilson Farm Recreation Complex Property. The Owner hereby agrees to cause all such easements requested by the Commission to be evidenced in writing and recorded among the Land Records, at no cost to the Commission, promptly following the Owner's receipt of the Commission's request.

2.10 Easements for Transportation Facilities. The State shall have the right, at its option, by the delivery of notice to the Owner, to purchase a fee simple interest, easement or other interest in a portion of the Wilson Farm Stadium Property for the extension, expansion and subsequent use and maintenance of any State transportation facility into, through or upon the Wilson Farm Stadium Property based upon appraisals conducted in accordance with applicable Laws, however any property to be acquired by the State or the Washington Metropolitan Area Transit Authority ("WMATA") which is not improved or intended to be improved by the NFL Stadium, or which is within a 300 foot wide strip of property adjoining the Summerfield military housing project (provided acceptable replacement parking, if needed, is created by the State or WMATA on the Wilson Farm Stadium Property), shall be subject to acquisition by the State or WMATA for a purchase price equal to the number of such acres conveyed to the State, multiplied by the amount of Twenty Thousand Five Hundred Dollars (\$20,500.00), as increased annually, on the January 1st following the Declaration Date and on each anniversary thereof, in proportion to the increase in the CPI last published prior to the subject adjustment date over the CPI last published before the date occurring one year prior to the subject adjustment date.

2.11 Andrews Air Force Base. The Wilson Farm Stadium Property is located within the direct flight path of the primary instrument runway of Andrews Air Force Base. As a result, based upon weather conditions, the prevailing wind direction and other considerations, aircraft (including, without limitation, jet fighter aircraft) may overfly the Wilson Farm Stadium Property at relatively low altitudes during NFL Stadium Events and under some circumstances, as frequently as every few minutes. The Owner hereby acknowledges that such overflights may prove to be annoyances to individuals attending NFL Stadium Events and/or to television viewers of NFL Stadium Events. The Owner agrees not to request, or to ask a third party to request, permanent or temporary restrictions upon, or any rerouting of, the flight operations of Andrews Air Force Base to address concerns about fan or viewer enjoyment of NFL Stadium Events. It is hereby agreed that Andrews Air Force Base is a third party beneficiary of this Section, and shall have the right to enforce the agreements of Owner contained in this Section.





2.12 Limited Exclusions. Notwithstanding anything to the contrary set forth in this Declaration, any portion of the Wilson Farm Stadium Property and/or improvements thereon owned by the State or the County for purposes of transportation facilities, streets, drainage, water lines, storm and sanitary sewers and related appurtenances shall not be subject to this Declaration.

2.13 Relocation Transaction. At no time during the NFL Stadium Use Covenant Period shall the Owner or PFI take any action, or fail to take any action, causing or resulting in, directly or indirectly, the occurrence of a Relocation Transaction. The terms and conditions of this Section 2.13 shall be embodied in the NFL Stadium Lease.

2.14 Obligations of Owner Under Agreement. Owner shall comply with all of the obligations of JKC Stadium under the Agreement.

### ARTICLE 3 - DEFAULTS AND REMEDIES

3.1 Generally. In the event the Owner shall fail to perform or shall otherwise be in default with respect to any of the terms set forth in this Declaration, then and in such event, each other Party shall have the right to exercise all rights and remedies available to it under this Declaration or at law or in equity on account of or in connection with such default, including, without limitation, the right to seek damages (including, but not limited to, attorneys' fees), to obtain injunctive relief and to compel specific performance.

3.2 Remedies. If the Owner is found to be in violation of this Declaration by a court of competent jurisdiction of any of the terms of this Declaration, the Owner shall be liable for all reasonable attorneys' fees and other costs and expenses of litigation incurred by the other Parties in prosecuting the subject action. The amount of such attorneys' fees and the other costs and expenses of litigation shall be paid by the Owner upon demand together with interest at the Default Rate, accruing from the date of expenditure until the date of reimbursement. All such amounts owing together with the amount of any awards or judgments made or granted to any Party by a court of competent jurisdiction in connection with a violation of this Declaration by Owner shall constitute a lien against the Wilson Farm Stadium Property, subject to Section 3.3 below. The rights and remedies given to a Party by this Declaration shall be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which a Party might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by a Party shall not impair such Party's standing to exercise any other right or remedy.

3.3 Personal Obligation for Costs Incurred Relative to Defaults and Creation of Liens. All amounts payable by the Owner to other Parties in accordance with Section 3.2 above shall be the personal obligation of the Owner existing at the time the subject amounts were incurred. Each lien for payment of amounts described in Section 3.2 above may be enforced by all





available legal methods of collection including, but not limited to, the foreclosure of such lien in like manner as a mortgage on real property, or the holder of the lien may institute suit against the Owner obligated to pay the subject amount and/or for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether or not judicial, the Owner, or beneficiary in the event record title to the Wilson Farm Stadium Property is held by a land trust, shall be required to pay all costs, expenses and attorneys' fees incurred in connection therewith. The holder of the lien shall have the power to bid on the Wilson Farm Stadium Property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Any lien provided under this Declaration shall be superior to all other liens, encumbrances and charges against the Wilson Farm Stadium Property, except only for (i) liens securing payment of taxes, special assessments and special taxes heretofore or hereafter levied by any political subdivision or municipal corporation or any state or federal taxes which by law are a lien against the interest of the Owner prior to pre-existing recorded encumbrances, and (ii) any lien secured by a bona fide deed of trust, which deed of trust or deeds of trust is or are (A) duly recorded among the Land Records against the Wilson Farm Stadium Property, (B) secure financing for the NFL Stadium, and (C) under which the beneficiary is an institutional lender which is not, nor affiliated in any manner, either directly or indirectly with, the Owner and/or the franchisee under the Franchise Agreement or any officer, director, shareholder, partner or member of the Owner and/or the franchisee under the Franchise Agreement.

3.4 Waiver. No waiver of any provision of this Declaration shall be implied by any failure of a Party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently. Any waiver by a Party of a provision of this Declaration may only be in writing executed by such Party. No express written waiver of any matter hereunder shall affect any matter or cover any period of time other than the matter and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision of this Declaration or any other matter shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by a Party to or of any act or request by another Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. No Party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

#### ARTICLE 4 - CONVEYANCE TO STATE OR STATE AND COUNTY

4.1 Conveyance of Wilson Farm Stadium Property to State. In the event that for any reason whatsoever prior to January 1, 1997, either (a) the Owner or PFI shall elect not to complete the NFL Stadium, or (b) the Owner or PFI shall abandon completion of the NFL Stadium, then and in either such event, the Owner shall convey the Wilson Farm Stadium Property, together with any improvements thereon (including, without limitation, the NFL Stadium), to the State not later than fifteen (15) days after the State's delivery of its written request therefor to the Owner, in consideration of Ten Dollars (\$10.00) to be paid by the State to the Owner, free and clear of any and all mortgages, deeds of trust, security interests and liens





whatsoever (except as otherwise provided in (iii) below) and subject only to (i) all real property taxes and assessments not yet delinquent, (ii) all matters of record for the Wilson Farm Stadium Property existing as of the day preceding the Declaration Date, (iii) any lien secured by a bona fide deed of trust, which deed of trust or deeds of trust is or are (A) duly recorded among the Land Records against the Wilson Farm Stadium Property, (B) secure financing for the NFL Stadium and (C) under which the beneficiary is an institutional lender which is not, nor affiliated in any manner, either directly or indirectly with, the Owner and/or the franchisee under the Franchise Agreement or any officer, director, shareholder, partner or member of the Owner and/or the franchisee under the Franchise Agreement, and (iv) such other matters of record with respect to the Wilson Farm Stadium Property created prior to \_\_\_\_\_, 1996 with the consent of the Commission, the County and the State that shall be acceptable to the State, in its sole discretion. The Owner hereby expressly acknowledges and agrees that any conveyance of the Wilson Farm Stadium Property that the Owner shall be required to make pursuant to the preceding provisions of this Section 4.1 shall not be, or construed or deemed to be, an action in the nature of eminent domain or any other action taken pursuant to the condemnation powers of any Governmental Unit. The conveyance of the Wilson Farm Stadium Property by the Owner to the State in accordance with this Section 4.1 shall not be in the nature of liquidated damages and shall not act to set off or otherwise limit the other remedies provided in this Agreement or available to the State at law or in equity. In the event that the Wilson Farm Stadium Property shall be conveyed to the State by the Owner in accordance with the terms and conditions of this Section 4.1, the State shall thereafter use its best efforts to complete the NFL Stadium, at the sole cost and expense of the State, and, upon completion of the NFL Stadium, make it available for leasing to and use by another franchisee of the NFL. The date of January 1, 1997 referenced above in this Section shall be extended on a day for day basis for each day beyond June 1, 1996 that commencement of construction of the NFL Stadium is delayed. The State agrees to deliver such confirmatory agreements as may reasonably be requested by a lender providing financing described in clause (iii) above, in order to confirm the subordination clause of this Section.

4.2 Conveyance of Wilson Farm Stadium Property to County. In the event that for any reason whatsoever JKC Stadium and/or PFI shall be in default under and with respect to any of their obligations or covenants set forth in Section 2.13 of this Declaration or in Section 4.7 of the Agreement, then and in any such event, the Owner shall convey the Wilson Farm Stadium Property, together with any improvements thereon (including, without limitation, the NFL Stadium), to the County not later than fifteen (15) days after the delivery by the County of a written request therefor to the Owner, in consideration of Ten Dollars (10.00) to be paid by the County to the Owner, free and clear of any and all mortgages, deeds of trust, security interests and liens whatsoever (except as otherwise provided in (iii) below) and subject only to (i) all real property taxes and assessments not yet delinquent, (ii) all matters of record for the Wilson Farm Stadium Property existing as of the day preceding the Declaration Date, (iii) any lien secured by a bona fide deed of trust, which deed of trust or deeds of trust is or are (A) duly recorded among the Land Records against the Wilson Farm Stadium Property, (B) secure financing for the NFL Stadium and (C) under which the beneficiary is an institutional lender which is not, nor





affiliated in any manner, either directly or indirectly with, the Owner and/or the franchisee under the Franchise Agreement or any officer, director, shareholder, partner or member of the Owner and/or the franchisee under the Franchise Agreement, and (iv) such other matters of record with respect to the Wilson Farm Stadium Property created prior to \_\_\_\_\_, 1996, with the consent of the Commission and the County that shall be acceptable to the County, in its discretion. The Owner hereby expressly acknowledges and agrees that any conveyance of the Wilson Farm Stadium Property that the Owner shall be required to make pursuant to the preceding provisions of this Section 4.2 shall not be, or construed or deemed to be, an action in the nature of eminent domain or any other action taken pursuant to the condemnation powers of any Governmental Unit. The conveyance of the Wilson Farm Stadium Property by the Owner to the County in accordance with this Section 4.2 shall not be in the nature of liquidated damages and shall not act to set off or otherwise limit the other remedies provided in this Declaration or available to the County at law or in equity. The County shall delivery such confirmatory agreements as may reasonably be requested by a lender providing financing described in clause (iii) above, in order to confirm the subordination clause of this Section.

#### ARTICLE 5 - TERM

5.1 Term. This Declaration shall be in effect throughout the NFL Stadium Use Covenant Period; provided, however, that the Owner shall be responsible for performing all obligations imposed upon it hereunder which accrue prior to, and are not fully performed as of, such termination.

#### ARTICLE 6 - MISCELLANEOUS

6.1 Force Maieure. Notwithstanding anything contained in this Declaration, the Owner shall be excused from performing any obligation under this Declaration, and any delay in the performance of any obligation under this Declaration shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, flood, explosion, actions of the elements, war, riot, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, actions of labor unions, condemnation, court orders, laws, regulations or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such Party, other than lack of or inability to procure funds or financing to fulfill obligations under this Declaration.

6.2 Rule Against Perpetuities. If and to the extent any of the covenants herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the subject provision shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons





consisting of all of the lawful descendants of Jack Kent Cooke, a resident of Middleburg, Virginia, living as of the date of this Declaration.

6.3 Binding Effect of Declaration. This Declaration shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. All the covenants, agreements, easements, restrictions and conditions contained herein shall be construed as covenants and shall run with the land and shall be binding upon each subsequent holder of any interest in any portion of the Wilson Farm Stadium Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Wilson Farm Stadium Property or any interest thereof.

6.4 Amendment. This Declaration may only be amended by an instrument executed by all of the Parties and recorded among the Land Records.

6.5 Partial Invalidity. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent possible permitted by law.

6.6 Rules of Construction. The recitals set forth at the beginning of this Declaration shall be deemed to be a part of this Declaration. The headings set forth at the beginning of each of the sections of this Declaration are inserted for convenience of reference only and shall not be deemed to have any independent legal significance or meaning whatsoever. Whenever in this Declaration the singular number is used, the same shall include the plural where appropriate, and vice versa, and words of any gender in this Declaration shall include each other gender where appropriate. The words "herein" and "hereunder" and other words of similar import, refer to this Declaration as a whole and not to any particular part or subdivision of this Declaration. All references to "Article", "Articles", "Section", "Sections", "Subsection", or "Subsections" contained in this Declaration are, unless specifically indicated otherwise, references to sections or subsections of this Declaration. All references to "Exhibits" contained in this Declaration are references to exhibits attached to this Declaration, all of which are made a part of this Declaration for all purposes, the same as if set forth in this Declaration verbatim.

6.7 Governing Law; Jurisdiction and Venue. This Declaration shall be governed by and construed in accordance with the laws of the State of Maryland. The Parties agree that jurisdiction and venue shall lie solely in the Circuit Court of Prince George's County, Maryland or the United States District Court for the District of Maryland (Southern Division) with respect to any Litigation commenced by any Party to enforce, construe or interpret this Declaration.



IN WITNESS WHEREOF, the undersigned has executed this Declaration under seal on and as of the date first set forth above.

ATTEST:

JKC STADIUM INC.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Jack Kent Cooke, Chairman of the Board

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) to wit:

On this \_\_\_\_ day of \_\_\_\_\_, 1996, before me, the undersigned officer personally appeared Jack Kent Cooke who acknowledged himself to be the Chairman of the Board of JKC Stadium Inc., a Delaware corporation, and that he, as such Chairman of the Board, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chairman of the Board.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This is to certify that the within document has been prepared by or under the supervision of the undersigned Maryland attorney, or by a party to this document.

\_\_\_\_\_  
\_\_\_\_\_, Esquire





EXHIBIT A

Legal Description For Wilson Farm Recreation Complex Property





EXHIBIT B

Legal Description For Wilson Farm Stadium Property



## EXHIBIT C

### Description of Insurance During Construction

(1) Casualty Insurance -- builders' risk insurance against loss or damage covering the NFL Stadium and all personal property of the Owner and all occupants of the NFL Stadium by reason of any Peril in such amounts (subject to such deductibles as shall be reasonably prudent) as shall be reasonable and customary and sufficient to avoid the insured named therein from becoming a co-insurer of any loss under such policy but in any event in an amount in the case of fixed assets and equipment at least equal to 100% of the actual replacement costs of such assets (excluding foundation, footings and excavation costs), subject to deductibles as aforesaid.

(2) Comprehensive General Liability Insurance -- insurance against claims for bodily injury, death or property damage occurring on, in or about the NFL Stadium, in the amount of not less than \$20,000,000.00 per occurrence, and excess liability coverage with aggregate limits of not less than \$150,000,000.00 which shall include, but not limited to, premises liability, blanket contractual liability, products liability and personal injury liability.

(3) Other Insurance -- such other insurance as is generally carried by owners of properties similar to the NFL Stadium, in such amounts and against such risks as are then customary for properties similar in use.





## EXHIBIT D

### Description of Insurance Following Completion of Construction

(1) Casualty Insurance -- insurance against loss or damage covering the NFL Stadium and all personal property of the Owner and all occupants of the NFL Stadium by reason of any Peril in such amounts (subject to such deductibles as shall be reasonably prudent) as shall be reasonable and customary and sufficient to avoid the insured named therein from becoming a co-insurer of any loss under such policy but in any event in an amount in the case of fixed assets and equipment at least equal to 100% of the actual replacement costs of such assets (excluding foundation, footings and excavation costs), subject to deductibles as aforesaid.

(2) Comprehensive General Liability Insurance -- insurance against claims for bodily injury, death or property damage occurring on, in or about the NFL Stadium, in the amount of not less than \$20,000,000.00 per occurrence, and excess liability coverage with aggregate limits of not less than \$150,000,000.00 which shall include, but not limited to, premises liability, blanket contractual liability, products liability and personal injury liability. The foregoing amounts shall increase on each third anniversary of the Declaration Date, in proportion to the increase in the CPI last published prior to the subject adjustment date over the CPI last published before the date occurring one year prior to the subject adjustment date.

(3) Other Insurance -- such other insurance as is generally carried by owners of properties similar to the NFL Stadium, in such amounts and against such risks as are then customary for properties similar in use.





## EXHIBIT B

### Description of Off-Site Infrastructure

#### ACCESS IMPROVEMENTS

#### DESIGN/CONSTRUCTION RESPONSIBILITIES

##### Brightseat Road

MD 202 to Sheriff Road

- widen to 8 lanes
- requires realignment of Sherriff Road

State

##### Summerfield Boulevard

NFL Stadium Site to Sherriff Road

- New 8 lanes (350 LF)

State

##### Variable Message and Fiber Optic Signs

State

##### Arena Drive

I-95 Northbound ramp terminal to existing

Arena Drive East of U.S. Air Arena

- Construct 4 to 8 lanes

County

##### Arena Drive

I-95 Northbound ramp terminal

to Brightseat Road

- Four-lane bridge (415' x 63.5')
- Construct 6 lanes west of bridge
- Construct 1 and 2 lane ramps
- Relocate/protect 60" water lines

State

##### Arena Drive

Brightseat Road to NFL Stadium Site

- Widening of existing road to 6 lanes
- Shift intersection north

County

##### Summerfield Boulevard

Dualization from MD 214 (Fieldstone Way)

to NFL Stadium

- Widen to 6 lanes

County



Brightseat Road

1500' North of MD 214 to Arena Drive

- Spot widen to 3 lanes

County

### INTERCHANGE IMPROVEMENTS

MD 202/Beltway Interchange

Ramp from SB I-95 to WB MD 202 and Ramp  
from EB MD 202 to NF I-95

- widen SB to WB ramp to 2 lanes
- lengthen EB to NB ramp merge by  
1,000 feet

State

MD 214/Beltway Interchange

Ramp from EB MD 214 to SB I-95

- Lengthen then merge by 1,000' and  
widen shoulder

State

### INTERSECTION IMPROVEMENTS

MD 214/Addison Road

- Re-stripe to provide NB dual left turns

County

MD 214/Summerfield Boulevard

- Add turn lanes and other intersection  
improvements

County

MD 214/Brightseat Road

- Add turn lanes and other intersection  
improvements

County

MD 202/Brightseat Road

- Provide dual right turn lanes WB to SB

County

Lottsford Road/Arena Drive

- Widen to provide NB dual left turn lanes

County





## EXHIBIT C

### Description of On-Site Infrastructure

#### ACCESS IMPROVEMENTS

#### DESIGN/CONSTRUCTION RESPONSIBILITIES

Arena Drive NFL Stadium site to Stadium Loop Road	JKC Stadium
Summerfield Boulevard on NFL Stadium site	JKC Stadium
Stadium Loop Road	JKC Stadium
Hill Oaks Road (bus access routes)	JKC Stadium

#### PARKING LOTS

All parking lots on NFL Stadium Site	JKC Stadium
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## EXHIBIT D

### Description of the Wilson Farm Property

The Wilson Farm Property is comprised, collectively, of those tracts of real property located in Prince George's County, Maryland that were conveyed to the Commission pursuant to the following instruments:

(a) That certain Deed dated April 27, 1995 made by Landover Development Partnership, a Maryland partnership, to the Commission, recorded among the Land Records at Liber No. 10131, folio 639;

(b) That certain Deed dated April 27, 1995 made by J.N. Wilson Land Partnership, a Maryland partnership, to the Commission, recorded among the Land Records at Liber No. 10131, folio 655;

(c) That certain Deed dated April 26, 1995 made by Thomas Woodrow Wilson to the Commission, recorded among the Land Records at Liber No. 10131, folio 646; and

(d) That certain Deed dated April 26, 1995 made by Thomas Woodrow Wilson and Frances B. Wilson to the Commission, recorded among the Land Records at Liber No. 10149, folio 641.



EXHIBIT E

Illustration of the Wilson Farm Sports Complex Property





EXHIBIT F

Illustration of the Wilson Farm Stadium Property





EXHIBIT G

JKC Stadium Litigation

PENDING LITIGATION

1. Coalition of Central Prince George's County Community Organizations, et al. v. Prince George's County, U.S. District Court of Maryland, Southern Division, Civil Action No. WMN-95-2892.

2. Petition of The Coalition of Central Prince George's County Community Organizations, et al., for Judicial Review of the Decision of the Prince George's County Council, sitting as the District Council, Circuit Court of Prince George's County in the Case of CB-13-1995, CB-53-1995, CB-54-1995 & CR-37-1995, Civil Action No. CAL 95-20218.



EXHIBIT H

JKCI Litigation

PENDING LITIGATION

1. Coalition of Central Prince George's County Community Organizations, et al. v. Prince George's County, U.S. District Court of Maryland, Southern Division, Civil Action No. WMN-95-2892.

2. Petition of The Coalition of Central Prince George's County Community Organizations, et al., for Judicial Review of the Decision of the Prince George's County Council, sitting as the District Council, Circuit Court of Prince George's County in the Case of CB-13-1995, CB-53-1995, CB-54-1995 & CR-37-1995, Civil Action No. CAL 95-20218.





EXHIBIT I

PFI Litigation

PENDING LITIGATION

1. Coalition of Central Prince George's County Community Organizations, et al. v. Prince George's County, U.S. District Court of Maryland, Southern Division. Civil Action No. WMN-95-2892.

2. Petition of The Coalition of Central Prince George's County Community Organizations, et al., for Judicial Review of the Decision of the Prince George's County Council, sitting as the District Council, Circuit Court of Prince George's County in the Case of CB-13-1995, CB-53-1995, CB-54-1995 & CR-37-1995, Civil Action No. CAL 95-20218.





EXHIBIT J

Form of Deed

DEED

THIS DEED is made on and as of this \_\_\_\_ day of \_\_\_\_\_, 1996 from THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a body corporate of the State of Maryland (the "Grantor"), to JKC STADIUM INC., a Delaware corporation (the "Grantee").

THE GRANTOR, for and in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_.00), grants, conveys and assigns, to the Grantee, its successors and assigns, in fee simple, all those tracts of real property located in Prince George's County, Maryland that are more particularly described in Exhibit A attached hereto and made a part hereof.

TOGETHER with all improvements thereupon and the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

TO HAVE AND TO HOLD the real property hereby conveyed to the Grantee, its successors and assigns, in fee simple, forever.

THE GRANTOR covenants to warrant specially the real property hereby conveyed, and to execute such further assurances of the real property hereby conveyed as may be requisite.

WITNESS the hand and seal of the Grantor.

ATTEST:

THE MARYLAND-NATIONAL CAPITAL  
PARK AND PLANNING COMMISSION

By: \_\_\_\_\_

A. Edward Navarre,  
Secretary/Treasurer

By: \_\_\_\_\_ (SEAL)

Trudye Morgan Johnson, Executive  
Director



STATE OF MARYLAND                    )  
  )     to wit:  
COUNTY OF                            )

I HEREBY CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 1996, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Trudye Morgan Johnson, who acknowledged herself to be the Executive Director of THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, and that she, as the Executive Director of THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, being authorized to do so, executed this Deed for the purposes contained in this Deed, by signing, in my presence, the name of THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION by herself as Executive Director, and certified that this conveyance is not a part of a transaction in which there is a sale, lease, exchange or other transfer or all or substantially all of the property and assets of THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION.

IN WITNESS WHEREOF, I set my hand and official seal.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

This is to certify that the within document has been prepared by or under the supervision of the undersigned Maryland attorney, or by the undersigned party to this document.

\_\_\_\_\_  
Isaac H. Marks, Esquire





EXHIBIT K

Form of State Letter of Credit

[On Bank Letterhead]

IRREVOCABLE LETTER OF CREDIT

\_\_\_\_\_, 1996

Our Letter of Credit No. \_\_\_\_\_

To:

State of Maryland  
Department of Business & Economic Development  
217 East Redwood Street, 23rd Floor  
Baltimore, Maryland 21202  
Attention: John D. Porcari, Governor's Ombudsman/Assistant Secretary

Dear Sir:

We hereby authorize you to draw on us for the account of JKC Stadium Inc., a Delaware corporation, in the aggregate amount not exceeding Five Million Dollars (\$5,000,000.00), available by your drafts at sight accompanied by:

1. The original of this letter of credit.
2. A written statement executed by the State of Maryland, stating: (a) "This Draft is being submitted in the above-stated amount to reimburse the State of Maryland (the "State") for costs incurred by the State in accordance with, and pursuant to, Sections 4.8 and 13.2 of that certain Agreement As To Stadium Land Acquisition, Construction and Operation dated March \_\_, 1996 made by and among the State, Prince George's County, Maryland, The Maryland-National Capital Park and Planning Commission, JKC Stadium Inc. ("JKC Stadium"), Jack Kent Cooke Incorporated ("JKCI") and Pro-Football, Inc. ("PFI") (the "Agreement"); and (b) "the undersigned is authorized to draw upon this letter of credit."

All drafts must be drawn and negotiated not later than \_\_\_\_\_, 199\_ at our counters.

Each draft must state that it is "Drawn under Letter of Credit No. \_\_\_\_\_ [state name of bank] dated \_\_\_\_\_, 199\_" and the amount thereof must be endorsed on this letter of credit.





Except as otherwise stated, this credit is governed by the Maryland Uniform Commercial Code and is subject to the "Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce, Publication No. 500." In case of conflict between the Maryland Uniform Commercial Code and the Uniform Customs and Practice for Documentary Credits, the Maryland Uniform Commercial Code shall control.

We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at the address of the drawee set forth above. In the event that we are not open for business for any reason at the expiration date of this credit, we shall accept conforming drafts presented to us on the first day after the expiration date of this credit on which we are open for business.

Very truly yours,

[Insert Name of Bank]

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name



## EXHIBIT L

### Description of Insurance During Construction

(1) Casualty Insurance -- builders' risk insurance against loss or damage covering the NFL Stadium and all personal property of JKC Stadium and PFI by reason of any Peril in such amounts (subject to such deductibles as shall be reasonably prudent) as shall be reasonable and customary and sufficient to avoid the insured named therein from becoming a co-insurer of any loss under such policy but in any event in an amount in the case of fixed assets and equipment at least equal to 100% of the actual replacement costs of such assets (excluding foundation, footings and excavation costs), subject to deductibles as aforesaid.

(2) Comprehensive General Liability Insurance -- insurance against claims for bodily injury, death or property damage occurring on, in or about the NFL Stadium, in the amount of not less than \$20,000,000.00 per occurrence, and excess liability coverage with aggregate limits of not less than \$150,000,000.00 which shall include, but not limited to, premises liability, blanket contractual liability, products liability and personal injury liability.

(3) Other Insurance -- such other insurance as is generally carried by owners of properties similar to the NFL Stadium, in such amounts and against such risks as are then customary for properties similar in use.





## EXHIBIT M

### Description of Insurance Following Completion of Construction

(1) Casualty Insurance -- insurance against loss or damage covering the NFL Stadium and all personal property of JKC Stadium and PFI by reason of any Peril in such amounts (subject to such deductibles as shall be reasonably prudent) as shall be reasonable and customary and sufficient to avoid the insured named therein from becoming a co-insurer of any loss under such policy but in any event in an amount in the case of fixed assets and equipment at least equal to 100% of the actual replacement costs of such assets (excluding foundation, footings and excavation costs), subject to deductibles as aforesaid.

(2) Comprehensive General Liability Insurance -- insurance against claims for bodily injury, death or property damage occurring on, in or about the NFL Stadium, in the amount of not less than \$20,000,000.00 per occurrence, and excess liability coverage with aggregate limits of not less than \$150,000,000.00 which shall include, but not limited to, premises liability, blanket contractual liability, products liability and personal injury liability. The foregoing amounts shall increase on each third anniversary of the Agreement Date, in proportion to the increase in the CPI last published prior to the subject adjustment date over the CPI last published before the date occurring one year prior to the subject adjustment date.

(3) Other Insurance -- such other insurance as is generally carried by owners of properties similar to the NFL Stadium, in such amounts and against such risks as are then customary for properties similar in use.





EXHIBIT N

Form of Subsequent Stadium  
Fees Letter of Credit

[On Bank Letterhead]

IRREVOCABLE STAND-BY LETTER OF CREDIT

March \_\_, 1996

Our Letter of Credit No. \_\_\_\_\_

To:

Prince George's County, Maryland  
County Administration Building, Room 5024  
14741 Governor Oden Bowie Drive  
Upper Marlboro, Maryland 20772  
Attention: County Executive

Dear Sir:

We hereby authorize you to draw on us for the account of JKC Stadium Inc., a Delaware corporation, in the aggregate amount not exceeding \$850,000.00, available by your drafts at sight accompanied by:

1. The original of this letter of credit.
2. A written statement executed by Prince George's County, Maryland stating: "(a) The funds that are the subject of this draft are being drawn in the amount of this draft because either (i) Stadium Fees (as such term is defined in that certain Agreement as to Stadium Land Acquisition, Construction and Operation dated March \_\_, 1996 made by and among the State of Maryland, Prince George's County, Maryland, The Maryland-National Capital Park and Planning Commission, JKC Stadium Inc. ("JKC Stadium"), Jack Kent Cooke Incorporated ("JKCI") and Pro-Football, Inc. ("PFI") (the "Agreement")) in the amount of this draft have not been paid to the County as required by the Agreement, or (ii) JKC Stadium, JKCI or PFI has elected not to complete, or has abandoned completion of, the NFL Stadium (as such term is defined in the Agreement); and (b) The undersigned is authorized to draw upon this letter of credit."



All drafts must be drawn and negotiated not later than \_\_\_\_\_, 199\_ at our counters.

Each draft must state that it is "Drawn under Letter of Credit No. \_\_\_\_\_ [state name of bank] dated \_\_\_\_\_, 199\_" and the amount thereof must be endorsed on this letter of credit.

Except as otherwise stated, this credit is governed by the Maryland Uniform Commercial Code and is subject to the "Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce, Publication No. 500." In case of conflict between the Maryland Uniform Commercial Code and the Uniform Customs and Practice for Documentary Credits, the Maryland Uniform Commercial Code shall control.

We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at the address of the drawee set forth above. In the event that we are not open for business for any reason at the expiration date of this credit, we shall accept conforming drafts presented to us on the first day after the expiration date of this credit on which we are open for business.

Very truly yours,

[Insert Name of Bank]

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
Print Name





EXHIBIT O

Form of Opinion of Attorney General of the State

March \_\_, 1996

Prince George's County, Maryland  
County Administration Building, Room 5024  
14741 Governor Oden Bowie Drive  
Upper Marlboro, Maryland 20772

The Maryland-National Capital Park and Planning Commission  
6611 Kenilworth Avenue  
Riverdale, Maryland 20737

JKC Stadium Inc.  
Middleburg, Virginia 21117

Jack Kent Cooke Incorporated  
Middleburg, Virginia 21117

Pro-Football, Inc.  
Middleburg, Virginia 21117

Re: Washington Redskins Stadium - Landover, Prince George's County, Maryland

Ladies and Gentlemen:

In connection with the matters that are the subject of this opinion letter, this office has acted as counsel to the State of Maryland (the "State").

To form our opinions expressed below, we have examined that certain Agreement As To Stadium Land Acquisition, Construction and Operation made by and among the State, Prince George's County, Maryland (the "County"), The Maryland-National Capital Park and Planning Commission (the "Commission"), JKC Stadium Inc., a Delaware corporation ("JKC Stadium"), Jack Kent Cooke Incorporated, a Nevada corporation ("JKCI") and Pro-Football, Inc., a Maryland corporation ("PFI") dated of even date herewith (the "Agreement").

In addition, we have examined such records and other documents and instruments as in our opinion are necessary and appropriate to enable us to render the opinions expressed below, including, without limitation:





[INSERT AS APPROPRIATE]

We have prepared this opinion as attorneys admitted to practice in the State of Maryland. We are not purporting to opine on any matter to the extent that it involves the laws of any jurisdiction other than the State of Maryland or the United States of America.

In giving the opinions expressed below, we have assumed the proper execution of the Agreement by all parties other than the State and the proper recordation of any documents that would affect the accuracy of our opinions.

Based on the foregoing, and subject to the limitations set forth below, we are of the opinion that:

1. After approval of the Agreement by the Board of Public Works of the State, (a) the Agreement shall be duly authorized by all necessary action on the part of the State, (b) shall be duly executed and delivered by the State, and (c) shall constitute the valid and binding obligation of the State, enforceable in accordance with its terms.

2. To the best of our knowledge, (a) the Agreement does not contravene any contract or agreement to which the State is a party or under which the State is obligated, or any statute, law, rule or regulation to which the State is subject, or (b) there is no litigation at law or in equity or any proceeding before any court or governmental agency involving the State, pending or threatened, in which any liability of the State is not adequately covered by insurance or the resolution of which could have a material adverse effect upon the business or assets of the State, or which would affect the existence or authority to do business of the State, the validity of the Agreement or the performance of the obligations thereunder of the State.

3. To the best of our knowledge, no consent or approval of, giving of notice to, registration with, or taking of any other action in respect of or by, any federal, state or local governmental authority or agency or other person is required with respect to the execution, delivery and performance by the State other than the approval of the Board of Public Works of the State, or if any such consent, approval notice, registration or action is required, it has been duly given or obtained.



4. The obligations of the State under the Agreement which require the expenditure of monies are subject to appropriation by the General Assembly of the State of amounts to fund such obligations.

The enforcement of the Agreement by the County, the Commission, JKC Stadium, JKCI and PFI may be subject to and limited by (a) applicable bankruptcy, reorganization, insolvency, and other laws affecting creditors' rights generally, (b) general principles of equity (regardless of whether the enforcement is considered in law or at equity), (c) a requirement that enforcement determinations be made and actions taken on a reasonable basis and in good faith, and (d) the valid exercise of the constitutional powers of the United States, the County, the Commission and any other political subdivision having jurisdiction with respect to such matters.

We understand that the County, the Commission, JKC Stadium, JKCI and PFI intend to rely upon our opinion in connection with their determinations to enter into the Agreement and that we are rendering our opinions for the benefit of the County, the Commission, JKC Stadium, JKCI and PFI. No one other than the County, the Commission, JKC Stadium, JKCI and PFI, and their respective counsel may rely on the opinions herein set forth without the prior written consent of the undersigned.

Very truly yours,





EXHIBIT P

Form of Opinion of County Attorney of the County

March \_\_, 1996

State of Maryland  
Department of Business & Economic Development  
217 East Redwood Street, 23rd Floor  
Baltimore, Maryland 21202

The Maryland-National Capital Park and Planning Commission  
6611 Kenilworth Avenue  
Riverdale, Maryland 20737

JKC Stadium Inc.  
Middleburg, Virginia 21117

Jack Kent Cooke Incorporated  
Middleburg, Virginia 21117

Pro-Football, Inc.  
Middleburg, Virginia 21117

Re: Washington Redskins Stadium - Landover, Prince George's County, Maryland

Ladies and Gentlemen:

In connection with the matters that are the subject of this opinion letter, this office has acted as counsel to Prince George's County, Maryland (the "County").

To form our opinions expressed below, we have examined that certain Agreement As To Stadium Land Acquisition, Construction and Operation made by and among the State of Maryland (the "State"), the County, The Maryland-National Capital Park and Planning Commission (the "Commission"), JKC Stadium Inc., a Delaware corporation ("JKCI"), Jack Kent Cooke Incorporated, a Nevada corporation ("JKCI") and Pro-Football, Inc., a Maryland corporation ("PFI") dated of even date herewith (the "Agreement").

In addition, we have examined such records and other documents and instruments as in our opinion are necessary and appropriate to enable us to render the opinions expressed below, including, without limitation:





[INSERT AS APPROPRIATE]

We have prepared this opinion as attorneys admitted to practice in the State of Maryland. We are not purporting to opine on any matter to the extent that it involves the laws of any jurisdiction other than the State of Maryland.

In giving the opinions expressed below, we have assumed the proper execution of the Agreement by all parties other than the County and the proper recordation of any documents that would affect the accuracy of our opinions.

Based on the foregoing, and subject to the limitations set forth below, we are of the opinion that:

1. The Agreement has been duly authorized by all necessary action on the part of the County, has been duly executed and delivered by the County, and constitutes the valid and binding obligation of the County, enforceable in accordance with its terms.

2. To the best of our knowledge (a) the Agreement does not contravene any contract or agreement to which the County is a party or under which the County is obligated, or any statute, law, rule or regulation to which the County is subject, or (b) there is no litigation at law or in equity or any proceeding before any court or governmental agency involving the County, pending or threatened, in which any liability of the County, is not adequately covered by insurance or the resolution of which could have a material adverse effect upon the business or assets of the County, or which would affect the existence or authority to do business of the County, the validity of the Agreement or the performance of the obligations thereunder of the County.

3. To the best of our knowledge, no consent or approval of, giving of notice to, registration with, or taking of any other action in respect of or by, any federal, state or local governmental authority or agency or other person is required with respect to the execution, delivery and performance by the County, or if any such consent, approval notice, registration or action is required, it has been duly given or obtained.

The enforcement of the Agreement by the State, the Commission, JKC Stadium, JKCI and PFI may be subject to and limited by (a) applicable bankruptcy, reorganization, insolvency, and other laws affecting creditors' rights generally, (b) general principles of equity (regardless of whether the enforcement is considered in law or at equity), (c) a requirement that enforcement



determinations be made and actions taken on a reasonable basis and in good faith, and (d) the valid exercise of the constitutional powers of the United States, the State, the Commission, and any other political subdivision having jurisdiction with respect to such matters.

We understand that the State, the Commission, JKC Stadium, JKCI and PFI intend to rely upon our opinion in connection with their determinations to enter into the Agreement and that we are rendering our opinions for the benefit of the State, the Commission, JKC Stadium, JKCI and PFI. No one other than the State, the Commission, JKC Stadium, JKCI and PFI, and their respective counsel may rely on the opinions herein set forth without the prior written consent of the undersigned.

Very truly yours,





EXHIBIT Q

Form of Opinion of Counsel to the Commission

March \_\_, 1996

State of Maryland  
Department of Business & Economic Development  
217 East Redwood Street, 23rd Floor  
Baltimore, Maryland 21202

Prince George's County, Maryland  
County Administration Building, Room 5024  
14741 Governor Oden Bowie Drive  
Upper Marlboro, Maryland 20772

JKC Stadium Inc.  
Middleburg, Virginia 21117

Jack Kent Cooke Incorporated  
Middleburg, Virginia 21117

Pro-Football, Inc.  
Middleburg, Virginia 21117

Re: Washington Redskins Stadium - Landover, Prince George's County, Maryland

Ladies and Gentlemen:

In connection with the matters that are the subject of this opinion letter, this office has acted as counsel to The Maryland-National Capital Park and Planning Commission (the "Commission").

To form our opinions expressed below, we have examined that certain Agreement As To Stadium Land Acquisition, Construction and Operation made by and among the State of Maryland (the "State"), Prince George's County, Maryland (the "County"), the Commission, JKC Stadium Inc., a Delaware corporation ("JKC Stadium"), Jack Kent Cooke Incorporated, a Nevada corporation ("JKCI") and Pro-Football, Inc., a Maryland corporation ("PFI") dated of even date herewith (the "Agreement").





In addition, we have examined such records and other documents and instruments as in our opinion are necessary and appropriate to enable us to render the opinions expressed below, including, without limitation:

[INSERT AS APPROPRIATE]

We have prepared this opinion as attorneys admitted to practice in the State of Maryland. We are not purporting to opine on any matter to the extent that it involves the laws of any jurisdiction other than the State of Maryland or the United States of America.

In giving the opinions expressed below, we have assumed the proper execution of the Agreement by all parties other than the Commission and the proper recordation of any documents that would affect the accuracy of our opinions.

Based on the foregoing, and subject to the limitations set forth below, we are of the opinion that:

1. When approved by the governing body of the Commission, the Board of Public Works of the State and the General Assembly of the State, the Agreement shall be duly authorized by all necessary action on the part of the Commission, shall be duly executed and delivered by the Commission, and constitute the valid and binding obligation of the Commission, enforceable in accordance with its terms.

2. To the best of our knowledge (a) the Agreement does not contravene any contract or agreement to which the Commission is a party or under which the Commission is obligated, or any statute, law, rule or regulation to which any is subject, or (b) there is no litigation at law or in equity or any proceeding before any court or governmental agency involving the Commission, pending or threatened, in which any liability of the Commission is not adequately covered by insurance or the resolution of which could have a material adverse effect upon the business or assets of the Commission, or which would affect the existence or authority to do business of the Commission, the validity of the Agreement or the performance of the obligations thereunder of the Commission.

3. To the best of our knowledge, no consent or approval of, giving of notice to, registration with, or taking of any other action in respect of or by, any federal, state or local



governmental authority or agency or other person is required with respect to the execution, delivery and performance by the Commission other than the approvals of the governing body of the Commission, the Board of Public Works of the State and the General Assembly of the State, or if any such consent, approval notice, registration or action is required, it has been duly given or obtained.

The enforcement of the Agreement by the State, the County, JKC Stadium, JKCI and PFI may be subject to and limited by (a) applicable bankruptcy, reorganization, insolvency, and other laws affecting creditors' rights generally, (b) general principles of equity (regardless of whether the enforcement is considered in law or at equity), (c) a requirement that enforcement determinations be made and actions taken on a reasonable basis and in good faith, and (d) the valid exercise of the constitutional powers of the United States, the State, the County, and any other political subdivision having jurisdiction with respect to such matters.

We understand that the State, the County, JKC Stadium, JKCI and PFI intend to rely upon our opinion in connection with their determinations to enter into the Agreement and that we are rendering our opinions for the benefit of the State, the County, JKCI and PFI for such purpose. No one other than the State, the County, JKC Stadium, JKCI and PFI, and their respective counsel may rely on the opinions herein set forth without the prior written consent of the undersigned.

Very truly yours,





EXHIBIT R

Form of Opinion of Counsel to JKC Stadium, JKCI and PFI

March \_\_, 1996

State of Maryland  
Department of Business & Economic Development  
217 East Redwood Street, 23rd Floor  
Baltimore, Maryland 21202

Prince George's County, Maryland  
County Administration Building, Room 5024  
14741 Governor Oden Bowie Drive  
Upper Marlboro, Maryland 20772

The Maryland-National Capital Park and Planning Commission  
6611 Kenilworth Avenue  
Riverdale, Maryland 20737

Re: Washington Redskins Stadium - Landover, Prince George's County, Maryland

Ladies and Gentlemen:

In connection with the matters that are the subject of this opinion letter, this office has acted as counsel to: (a) JKC Stadium Inc., a Delaware corporation ("JKC Stadium"); (b) Jack Kent Cooke Incorporated, a Nevada corporation ("JKCI"); and (c) Pro-Football, Inc., a Maryland corporation ("PFI").

To form our opinions expressed below, we have examined (i) that certain Agreement As To Stadium Land Acquisition, Construction and Operation made by and among the State of Maryland (the "State"), Prince George's County, Maryland (the "County"), The Maryland-National Capital Park and Planning Commission (the "Commission"), JKC Stadium, JKCI and PFI dated of even date herewith (the "Agreement"), and (ii) that National Football League Franchise Agreement dated \_\_\_\_\_, 19\_\_, by and between PFI and the National Football League (the "NFL"), pursuant to which the NFL granted an exclusive franchise to PFI to own and operate the NFL team known as "The Washington Redskins" (the "Franchise Agreement").





In addition, we have examined such records and other documents and instruments as in our opinion are necessary and appropriate to enable us to render the opinions expressed below, including, without limitation:

- (a) the Articles of Incorporation of JKC Stadium, as existing as of the date hereof, certified by the Delaware Corporation Commission (the "DCC");
- (b) the By-Laws of JKC Stadium, certified as existing as of the date hereof by the Secretary of JKC Stadium;
- (c) the Certificate of the Secretary of JKC Stadium certifying as to the incumbency of officers and other matters;
- (d) a copy of resolutions of the Board of Directors of JKC Stadium given in connection with the making of the Agreement, and approving, among other things, the execution of the Agreement by JKC Stadium, certified as of the date hereof by the Secretary of JKC Stadium;
- (e) a certificate of good standing with respect to JKC Stadium issued by the DCC;
- (f) a certificate issued by the Maryland State Department of Assessments and Taxation stating that JKC Stadium is registered to do business in the State of Maryland as a foreign corporation;
- (g) the Articles of Incorporation of JKCI, as existing as of the date hereof, certified by the Nevada \_\_\_\_\_ (the "NCC");
- (h) the By-Laws of JKCI, certified as existing as of the date hereof by the Secretary of JKCI;
- (i) the Certificate of the Secretary of JKCI certifying as to the incumbency of officers and other matters;
- (j) a copy of resolutions of the Board of Directors of JKCI given in connection with the making of the Agreement, and approving, among other things, the execution of the Agreement by JKCI, certified as of the date hereof by the Secretary of JKCI;
- (k) a certificate of good standing with respect to JKCI issued by the NCC;
- (l) a certificate issued by the Maryland State Department of Assessments and Taxation stating that JKCI is registered to do business in the State of Maryland as a foreign corporation;



(m) the Articles of Incorporation of PFI, as existing as of the date hereof, certified by the Department of Assessments and Taxation of the State of Maryland ("SDAT");

(n) the By-Laws of PFI, certified as existing as of the date hereof by the Secretary of PFI;

(o) the Certificate of the Secretary of PFI certifying as to the incumbency of officers and other matters;

(p) a copy of resolutions of the Board of Directors of PFI given in connection with the making of the Agreement, and approving, among other things, the execution of the Agreement by PFI, certified as of the date hereof by the Secretary of PFI; and

(q) a certificate of good standing with respect to PFI issued by SDAT.

[ADD OTHER ITEMS AS APPROPRIATE]

We have prepared this opinion as attorneys admitted to practice in the State[s] of [Maryland], [Virginia], [Nevada] and [Delaware]. We are not purporting to opine on any matter to the extent that it involves the laws of any jurisdiction other than the State[s] of [Maryland], [Virginia], [Nevada], or [Delaware], or the United States of America.

Finally, in giving the opinions expressed below, we have assumed the proper execution of the Agreement by all parties other than JKC Stadium, JKCI and PFI, and the proper recordation of any documents that would affect the accuracy of our opinions.

Based on the foregoing, and subject to the limitations set forth below, we are of the opinion that:

1. JKC Stadium is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. JKC Stadium is duly qualified and licensed to do business in the State of Maryland. JKC Stadium has the power and authority to carry out its business to enter on into the Agreement and to carry out the provisions of the Agreement.

2. JKCI is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. JKCI is duly qualified and licensed to do business in the State of Maryland. JKCI has the power and authority to carry out its business to enter on into the Agreement and to carry out the provisions of the Agreement.

3. PFI is a corporation duly organized, validly existing, and in good standing under the laws of the State of Maryland. PFI has the power and authority to carry on its business, to enter into the Agreement and to carry out the provisions of the Agreement.





4. To the best of our knowledge (a) the Agreement does not contravene any contract or agreement to which JKC Stadium, JKCI or PFI, as applicable, is a party or under which any is obligated, or any statute, law, rule or regulation to which any is subject, or (b) there is no litigation at law or in equity or any proceeding before any court or governmental agency involving JKC Stadium, JKCI or PFI, as applicable, pending or threatened, in which any liability of JKC Stadium, JKCI or PFI, as applicable, is not adequately covered by insurance or the resolution of which could have a material adverse effect upon the business or assets of JKC Stadium, JKCI or PFI, as applicable, or which would affect the existence or authority to do business of JKC Stadium, JKCI or PFI, as applicable, the validity of the Agreement or the performance of the obligations thereunder of JKC Stadium, JKCI or PFI, as applicable.

5. To the best of our knowledge, no consent or approval of, giving of notice to, registration with, or taking of any other action in respect of or by, any federal, state or local governmental authority or agency or other person is required with respect to the execution, delivery and performance by JKC Stadium, JKCI or PFI of the Agreement, or if any such consent, approval, notice, registration or action is required, it has been duly given or obtained.

6. The Agreement has been duly authorized by all necessary action on the part of JKC Stadium, JKCI and PFI, as applicable, has been duly executed and delivered by JKC Stadium, JKCI and PFI, as applicable, and constitutes the valid and binding obligation of JKC Stadium, JKCI and PFI, enforceable in accordance with its terms.

7. The Franchise Agreement has been duly authorized by all necessary action on the part of PFI, has been duly executed and delivered by PFI and constitutes the valid and binding obligation of PFI, enforceable in accordance with its terms.

8. PFI is the owner of the NFL team known as "The Washington Redskins" which is the subject of the Franchise Agreement.

9. To the best of our knowledge (a) the Franchise Agreement does not contravene any contract or agreement to which PFI is a party or under which it is obligated, or any statute, law, rule or regulation to which it is subject, or (b) there is no litigation at law or in equity or any proceeding before any court or governmental agency involving PFI, pending or threatened, in which any liability of PFI is not adequately covered by insurance or the resolution of which could have a material adverse effect upon the business or assets of PFI, or which would affect the existence or authority to do business of PFI, the validity of the Franchise Agreement or the performance of the obligations thereunder of PFI.

10. To the best of our knowledge, no consent or approval of, giving of notice to, registration with, or taking of any other action in respect of, or by, any federal, state or local governmental authority or agency or other person is required with respect to the execution, delivery and performance by PFI of the Franchise Agreement, or if any such consent, approval, notice, registration or action is required, it has been duly given or obtained.





The enforcement of the Agreement by the State, the County and the Commission may be subject to and limited by (a) applicable bankruptcy, reorganization, insolvency, and other laws affecting creditors' rights generally, (b) general principles of equity (regardless of whether the enforcement is considered in law or at equity), (c) a requirement that enforcement determinations be made and actions taken on a reasonable basis and in good faith, and (d) the valid exercise of the constitutional powers of the United States, the State, the County, the Commission, and any other political subdivision having jurisdiction over JKC Stadium, JKCI or PFI.

We understand that the State, the County and the Commission intend to rely upon our opinion in connection with their determinations to enter into the Agreement and that we are rendering our opinions for the benefit of the State, the County and the Commission. No one other than the State, the County, the Commission, and their respective counsel may rely on the opinions herein set forth without the prior written consent of the undersigned.

Very truly yours,

Piper & Marbury L.L.P.



## EXHIBIT S

### VOTING TRUST ARRANGEMENT

1. Each entity owning either or both of the team or the stadium (an "Ownership Entity"), would amend its organizational documents, in a manner reasonably satisfactory to the County and the State to create a new special class of ownership interest (the "Designated Interest"). The amendment to the organizational documents will provide that a Relocation Transaction is prohibited without the affirmative approval of the Designated Interest and will provide for written notice of any meeting at which a Relocation Transaction is considered or proposed to be given to the Designated Interest, with a copy to each of the State and the County in accordance with the notice provisions of this Agreement. No further change could be made in the organizational documents regarding any aspect of the Designated Interest without the consent of the Trustee described below. A copy of the voting trust agreement shall be placed in the corporate records of each Ownership Entity and existence of the Relocation Transaction provisions in the organizational documents of the Ownership Entities shall be marked on each certificate evidencing an ownership interest in the Ownership Entities, including common shares of each Ownership Entity. Each Ownership Entity will furnish the County and the State with reasonable evidence of (a) corporate authorization for the amendments to the organizational documents and the voting trust agreement and (b) filing of articles of amendment and acceptance by the appropriate governmental office.

2. The Designated Interest would be a voting interest created solely for the purpose of precluding a violation of the prohibition on "Relocation Transactions" under the Stadium Agreement by requiring the Trustee to vote against any event that is a "Relocation Transaction." Neither the holder of the Designated Interest nor the Trustee would have any other involvement whatsoever in the operation of the team or the stadium, would be entitled to none of the profits, distributions, losses or other financial benefits of ownership or other rights of approval or consent, but would have an obligation and duty to vote against any event that is a Relocation Transaction and to vote against any amendment prohibited by Paragraph 1 above. There would be no other rights of any kind associated with the Designated Interest, including pre-emptive rights, inspection rights, economic rights, voting rights, dissenters' rights or preference rights. Neither the holder of the Designated Interest nor the Trustee would be provided with notice of meetings nor would there be any right to attend or vote at meetings, nor would there be any inspection rights, except in connection with a Relocation Transaction. Neither the Designated Interest nor the Trustee would be entitled to a seat on or vote for any representatives on a governing body, such as a board of directors or an executive committee of partners.

3. The Designated Interest would be held in a voting trust, created by Mr. Cooke, or his designee, with an institutional trustee of Mr. Cooke's selection approved by the County and the State. The person or entity on whose behalf the Designated Interest was held would likewise be at Mr. Cooke's selection. Mr. Cooke shall pay all costs associated with the trust





at the time of creation of the trust. The provisions of the trust agreement relating to this limited function would be reasonably approved by the County and the State. The trust would have a life equal to the longest permitted under statute, and would be renewed periodically, to the fullest extent permitted at law, so that a trust would remain in place throughout the 30 year period of the Relocation Transaction covenant. Each renewal would occur at least one year prior to any expiration date and the parties shall execute the Renewal Agreement as an Exhibit to the Voting Trust Agreement.

4. The voting trust agreement would obligate the trustee to vote the Designated Interest in such a fashion as to preclude the violation of the 30 year Home Game covenant in the Stadium Agreement and any other act which constitutes a Relocation Transaction or any action or inaction which constitutes or permits a Relocation Transaction to occur.

5. The Designated Interest would be free and clear and not subject to any liens or encumbrances.

6. Any transfer, merger, consolidation, dissolution or liquidation of the Ownership Entity, or transfer of its assets, could occur so long as each successor Ownership Entity established an arrangement identical to this one.

